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Title: **University of Chicago Hospitals and Healthcare Professional, Technical, Office, Warehouse and Mail Order Employees Union, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 743 (2004)**

K#: **8100**

Employer Name: **University of Chicago Hospitals**

Location: **Chicago IL**

Union: **Healthcare Professional, Technical, Office, Warehouse and Mail Order Employees Union, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America**

Local: **743**

SIC: **8062**

NAICS: **62211**

Sector: **P**

Number of Workers: **1300**

Effective Date: **04/01/04**

Expiration Date: **07/10/06**

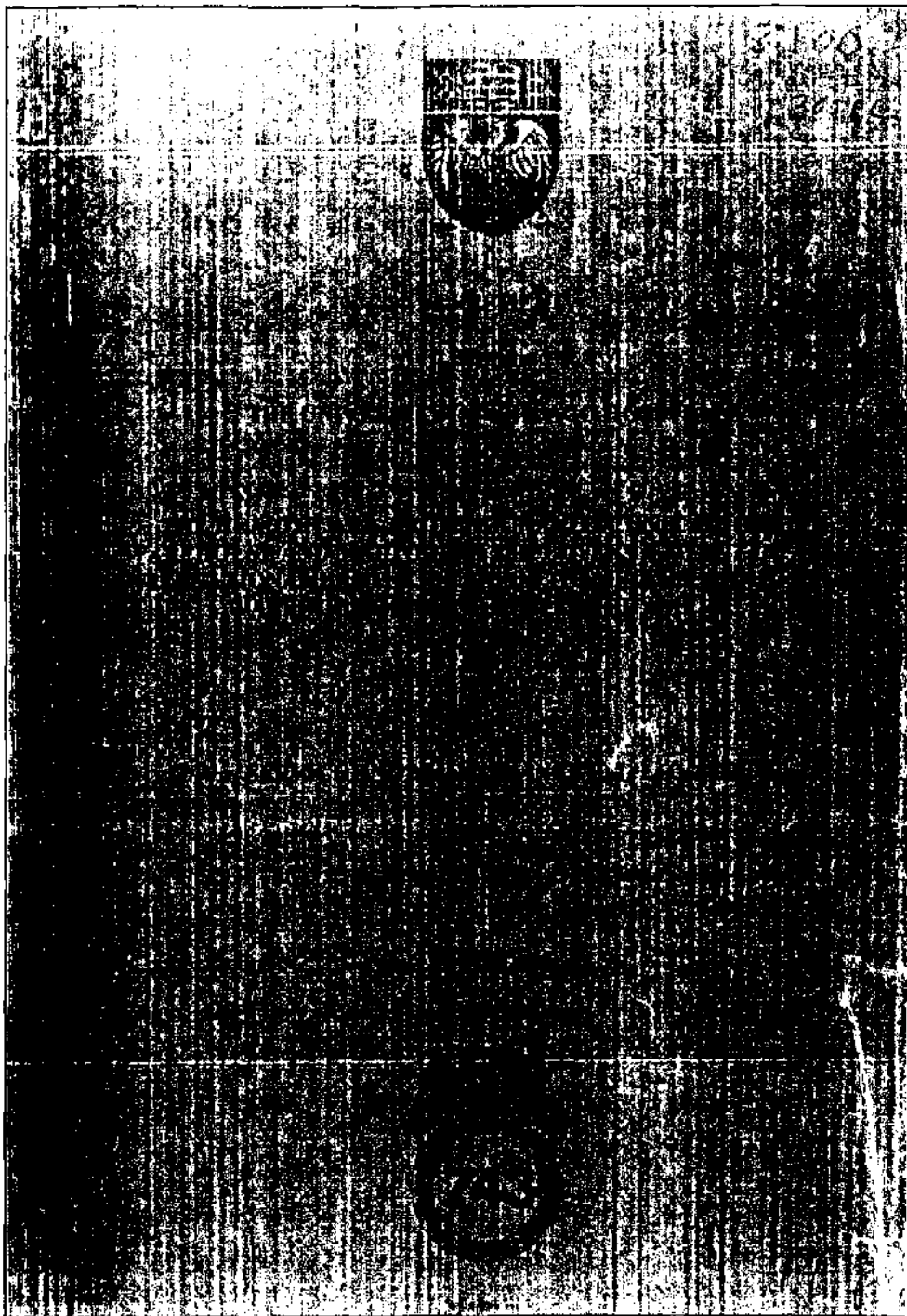
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168100



# TABLE OF CONTENTS

		ARTICLE	SECTION	PAGE
Agency Employees	Clerical	22		20
	S & M	29		30
Agency Shop	Common	3	3.1(b)	2
Fees	Common	3	3.1(b)	2
Agreement	Common	1		1
Termination of	Common	37	37.1	40
Terms of	Common	1		1
Use in Settling Disputes	Common	7	7.1	6
Arbitration	Common	6	6.1	3
Expedited	Common	6	6.1	3
Assignment of Work	Clerical	21		20
	S & M	24		29
Benefits	Common	18		14
Dental Plan	Common	18	18.2	15
Employee Contributions	Common	18	18.2	15
Enumerated	Common	18	18.1	14
Flexible Spending Program	Common	18	18.1	14
Health Insurance Benefits	Common	18	18.3	16
Improvement of	Common	18	18.3	16
Retirement Plan, Contributions to	Common	18	18.2	15
Bereavement Leave	Common	16	16.2	12
Bidding				
Notification of Success	Clerical	23	23.6	23
Notification of Success	S & M	30	30.5	32
Birthday	S & M	31	31.2	34
Authorized Holiday	S & M	31	31.2	34
On Holiday/Martin Luther King Day	S & M	31	31.3	35
On Scheduled Day Off	S & M	31	31.3	35
Work On	S & M	31	31.4	35
Bulletin Boards	Common	10		8
Call-in Pay	Common	19	19.2(e)	16
Corrective Action	Common	12		8
Distribution of	Common	12		8
Effect on Promotion	Common	12		8
Life of	Common	12		8
Regression	Common	12		8
Union Representation During	Common	12		8
Dental Plan	Common	18	18.2	15
Disability Coverage	Common	14		10
Disciplinary Action	Common	12		8
Dispute Over Work Assignment	Common	6	6.8	3
Dues, Union	Common	3	3.1(a)	2
Educational Opportunities	Common	8	8.1	7

# TABLE OF CONTENTS

		ARTICLE	SECTION	PAGE
Election Officials	Common	16	16.4	12
Eye Examinations	Clerical	9	9.2	7
Filling Permanent Vacancies	Clerical	23	23.4	21
	S & M	30	30.5	30
Flexible Spending Programs	Common	18	18.3	14
Grievance Procedure	Common	6	6.1	3
Extension of Time Limits	Common	6	6.2	5
For Discharge, Suspension or Layoff	Common	6	6.3	5
One Per Arbitrator	Common	6	6.4	5
Time Limits	Common	6	6.2	5
Timeliness of	Common	6	6.2	5
Waiving of Steps	Common	6	6.1	3
Health Insurance Benefits	Common	18		14
Hiring Rates	Common	19	19.5	16
Holidays				
Authorized Hospitals	Clerical	24		25
Authorized Hospitals	S & M	31		34
Birthday	S & M	31	31.3	35
During Vacation	Clerical	25	25.7	27
During Vacation	S & M	31	31.3	35
During Vacation	S & M	32	32.5	37
Eligibility	S & M	31	31.1	34
Falling on Weekend	Clerical	24	24.2	25
Falling on Weekend	S & M	31	31.2	34
Listing of	Clerical	24	24.2	25
Listing of	S & M	31	31.2	34
Martin Luther King Day	Clerical	24	24.5	25
Martin Luther King Day	S & M	31	31.2	34
On Day Off	Clerical	24	24.6	25
On Day Off	S & M	31	31.4	35
Overlapping Shifts	Clerical	24	24.4	25
Overtime Computation	Clerical	24	24.5	25
Overtime Computation	S & M	31	31.6	35
Payment when not Worked	Clerical	24	24.1	25
Payment when not Worked	S & M	31	31.1	34
Payment when Worked	Clerical	24	24.3	25
Payment when Worked	S & M	31	31.8	35
Personal Holiday, Accrual of	Clerical	24	24.6	25
Personal Holiday, Accrual of	S & M	31	31.8	35
When Temporarily Assigned to Higher Position	Common	19	19.6	17
Unscheduled Absence Before/After	Clerical	24	24.4	25
Unscheduled Absence Before/After	S & M	31	31.5	35
Hours of Pay	Common	19		16
Insurance Plans				
Coverage during Leave of Absence	Common	16	16.5	17
Premiums	Common		Attachment I	54
	Common	18	18.1	14
Job Postings	Clerical	23	23.5	21
	S & M	30	30.5	30

# TABLE OF CONTENTS

		ARTICLE	SECTION	PAGE
Joint Labor-Management Council	Common	8	8.1	6
Jury Service	Common	16	16.3	12
Layoff				
Part-time Placement	Clerical	23	23.3	22
	S & M	30	30.3	31
Leave of Absence				
Application for	Common	16	16.5	13
Federal Family and Medical Leave Act	Common	16	16.5	13
Return from	Common	16	16.5	13
Maintenance of Standards	Common	17		14
Management Rights	Common	5		3
Meal Periods	Common	19	19.8	18
UCAN Arrangement	Clerical	19	19.8	18
New Classification Provisions for				
	Clerical	27		29
	S & M	34		38
No Lock Out	Common	7	7.3	6
No Strike	Common	7	7.1	6
Non-Discrimination	Common	4		2
Non-Union Positions	Clerical	21	21.1	20
Notice, Service of	Common	38		40
On the Job Injuries	Common	14		10
Other Allowances	Common	16		12
Overtime				
Assignment	Common	19	19.3	16
Distribution	Common	19	19.3	16
Effect of Holidays on Computation	Clerical	24	24.5	25
Effect of Holidays on Computation	S & M	31	31.6	35
Effect of Sick Time on Computation	Common	15	15.4	12
Effect of Vacation on Computation	Clerical	25	25.5	27
Effect of Vacation on Computation	S & M	32	32.6	37
Notice	Common	19	19.3	16
Provisions for Pay	Common	19	19.2	16
Personal Holidays				
Accrual of	Clerical	24	24.6	25
Accrual of	S & M	31	31.8	35
Eligibility	Clerical	24	24.6	25
Eligibility	S & M	31	31.8	35
Emergency	Clerical	24	24.6	25
Emergency	S & M	31	31.8	35
On Termination	Clerical	24	24.6	25
On Termination	S & M	31	31.8	35
Provisions for	Clerical	24		25
Provisions for	S & M	31		34
Scheduling of	Clerical	24	24.6	25
Scheduling of	S & M	31	31.8	35

# TABLE OF CONTENTS

		ARTICLE	SECTION	PAGE
Premiums: Evening, Night, Saturday & Sunday	Common	19	19.4	16
Promotion				
Application for	S & M	30	30.5	32
Effect of Corrective Action on	Common	12	12.4	9
Job Qualifying Period Following	Clerical	23	23.7	23
Job Qualifying Period Following	S & M	30	30.5	32
To Higher Salary Grade	Clerical	26	26.4	27
To Higher Salary Grade	S & M	30	30.5	32
Recall	Clerical	23	23.4	22
	S & M	30	30.3	31
Recognition	Clerical	2	2.1(a)	1
	S & M	2	2.1(b)	1
Extension of Union to Other Facilities	Common	2	2.1	1
Relief Employees				
Bereavement Leave	S & M	16	16.2	12
Holiday Pay	S & M	31	31.1	34
Irregular Hours/Shifts	S & M	35	35.1	39
Part-Time Defined	S & M	35	35.2	39
Vacation Accrual	S & M	35	35.1	39
Weekly Guarantee	S & M	35	35.1	39
Weekly Guarantee - Holiday	S & M	31	31.1	34
Reporting Pay	Common	19	19.9	18
Resignation, Pay Out of Access Vacation	Clerical	25	25.6	27
	S & M	32	32.7	37
Rest Periods	Common	19	19.8	18
Review of Employee's File	Common	6	6.7	3
Role of Supervisor	S & M	28	28.2	29
Safety and Health				
Ergonomic Furniture	Common	9		7
Incident Reports	Common	9	9.3	8
Protection	Common	9	9.4	8
Protective Clothing	Common	9	9.2	7
Provisions for	Common	9	9.2	7
	Common	9	9.1	7
Savings and Separability	Common	36		40
Scheduling of NSAs, PSCs, and PSAs	Common	19	19.11	19
Secretarial Positions	Clerical	23	23.2	21
Seniority				
Ability and Fitness Related to	S & M	30	30.2	31
Ability and Qualifications Related to	Clerical	23	23.2	21
Accumulation of	S & M	30	30.6	33
Bumping	Clerical	23	23.3	22
Bumping	S & M	30	30.3	31
Defined	S & M	30	30.1	30
Layoff	Clerical	23	23.3	22
Layoff	S & M	30	30.3	31
List	Clerical	23	23.10	24

# TABLE OF CONTENTS

		ARTICLE	SECTION	PAGE
List	S & M	30	30.9	34
Placement Procedure	Clerical	23	23.3	22
Preferential Consideration	S & M	30	30.4	32
Provisions of	Clerical	23		21
Provisions of	S & M	30		30
Qualifying Period in New Job	Clerical	23	23.7	23
Qualifying Period in New Job	S & M	30	30.5	32
Recall	S & M	30	30.3	31
Recall Procedure	Clerical	23	23.4	22
Shift Assignments	Clerical	23	23.11	24
Termination of	Clerical	23	23.8	24
Termination of	S & M	30	30.7	33
Transfer Between Units	Common	23	23.13	24
Use for Shift Assignment	S & M	30	30.10	34
Weekends Off	Clerical	23	23.12	24
Weekends Off	S & M	30	30.11	33
Shift Premiums	Common	19	19.4	17
Shift Work	Common	19	19.4	17
Short Term Disability	Common	14		10
Sick Leave				
Accrual of	Common	15	15.2	11
Effect on Overtime Computation	Common	15	15.5	12
Eligibility for	Common	15	15.1	11
Notification	Common	15	15.3	11
Pay for	Common	15	15.3	11
Physician's Certificate	Common	15	15.3	11
Proof of Payment	Common	15	15.3	11
Redemption of Current	Common	15	15.3	11
Redemption of Retirement	Common	15	15.3	11
Use for Doctors Appointment	Common	15	15.3	11
Use of Vacation Hours in Lieu of	Common	15	15.3	11
Worker's Compensation, Absence	Common	15	15.5	12
Strike, Effect of	Common	7	7.1	6
Subcontracting	Common	13		10
Supervisor, Assignment as	Common	19	19.6 (d)	17
Temporary Employee				
Reclassified to Regular	Clerical	22	22.1	20
Reclassified to Regular	S & M	29		30
Use of	Clerical	22	22.1	20
Use of	S & M	29	29.1	30
Temporary Reassignment				
To Supervisory Position	Common	19	19.6	
To Higher Position	S & M	19	19.6(B)	
To Higher Position	Common	19	19.6	
To Higher Position	Clerical	19	19.6(A)	
To Lower Position	S & M	19	19.6(B)	
To Lower Position	Clerical	19	19.6(A)	
Tests	Clerical	23	23.3	22
Training	Common	8	8.1 (6)	7

# TABLE OF CONTENTS

		ARTICLE	SECTION	PAGE
Training Pay	Common	19	19.10	18
Transfer				
Lateral	Clerical	26	23.7	23
Lateral	S & M	30	30.5	32
Permanently to Lower Position	Clerical	26	26.4	28
Permanently to Lower Position	S & M	33	33.5	
Temporarily to Higher Position	S & M	19	19.6(C)	17
Temporarily to Lower Position	Clerical	19	19.6(A)	17
Temporarily to Supervisory Position	Common	19	19.6(D)	17
Of Positions out of the Union	Clerical	21	21.2	20
Uniforms	Common	16	16.7	14
Union				
Access for Conference	Common	6	6.6	5
Dues	Common	3	3.1(a)	2
Payroll Deduction	Common	3	3.2	2
Payroll Deduction Authorization	Common	3	3.2	2
Payroll Deduction Indemnity	Common	3	3.3	2
Membership in	Common	3	3.1(a)	2
Negotiation Committee, Compensation of	Common	19	19.7	17
No Strike, No Lockout	Common	7		6
Obligation of Representation	Common	6	6.5	5
Security	Common	3	3.1	2
Stewards on Grievance Business	Common	6	6.9	5
Time Off for Union Business	Clerical	23	23.9	24
Time Off for Union Business	S & M	30	30.8	33
Vacation with Pay	Clerical	25		26
Accrual of	S & M	32		36
Accrual of	Clerical	25		26
Computation of Overtime	S & M	32	25.2	36
Computation of Overtime	Clerical	25	25.3	27
Conflicting Requests	S & M	32	32.6	37
Conflicting Requests	Clerical	25	25.3	26
Eligibility	S & M	32	32.3	37
Eligibility	Clerical	25	25.1	26
Eligibility of Relief Employees	S & M	32	32.1	36
Emergency Retraction	S & M	32	32.1	36
Illness while on	S & M	32	32.4	37
On Resignation	Clerical	25	25.2(e)	26
On Resignation	Clerical	25	25.6	27
On Termination	S & M	32	32.7	37
On Termination	Clerical	25	25.6	27
On Termination	S & M	32	32.7	37
Scheduling	Clerical	25	25.3	26
Scheduling	S & M	32	32.3	32.3
Suspension of Operations	S & M	32	32.6	37
Timeliness of Request	Clerical	25	25.3	26
Timeliness of Request	S & M	32	32.3	37
While Temporarily Assigned to Higher Position	Common	19	19.6	17
Voting Time	Common	16	16.3	12
Wages	Clerical	26		27
	S & M	33		38
APPENDICES AND ATTACHMENTS				
Appendix A - Joint Agreement				42
Appendix B - Clerical Wage Schedule A, Effective April 1, 2004				45

# TABLE OF CONTENTS

	ARTICLE	SECTION	PAGE
Appendix C - Clerical Wage Schedule B, Effective July 1, 2005			45
Appendix D - Clerical Wage Schedule C, Effective July 1, 2006			45
Appendix E - Clerical Occupational Groups			49
Appendix F - Clerical Position Titles and Salary Grades			47
Appendix G - Service & Maintenance Wage Schedule A, Effective April 1, 2004			46
Appendix H - Service & Maintenance Wage Schedule B, Effective July 1, 2005			46
Appendix I - Service & Maintenance Wage Schedule C, Effective July 1, 2006			46
Appendix J - Service & Maintenance Occupational Groups			49
Appendix K - Service & Maintenance Position Titles and Salary Grades			47
Appendix L - Effect of Absences of Benefits			53
Attachment 1 - Health Insurance Rates			54
LETTERS OF AGREEMENT			
Attendance Policy Occurrences and Infractions	Common		8
Carter Children's Hospital	Common		1
Drug Testing of Shuttle Bus Drivers	S & M		11
Hiring Rates	Common		9
Lead Positions	Common		5
Low Census Days	Common		6
Operating Room Premiums	S & M		4
Paycheck Distribution	Common		3
Paycheck Errors	Common		3
Sixteen Hour Employees	Common		3
Step Progression	Common		10
Working Outdoors	S & M		2
DEFINITIONS			
Agency Employee	Clerical	22	22.4
Agency Employee	S & M	29	29.4
Bargaining Unit	Common	2	2.2
Employee	Common	2	2.2
Expedited Arbitration	Common	6	6.1
First Shift	Common	19	19.4
Holiday Shift	Clerical	24	24.3
Management Rights	Common	5	3
Overtime Hours	Common	19	19.1
Probationary Period	Common	20	20
Regular Employee	Common	16	12
Regular Employee	S & M	28	29
Saturday Premium Hours	Common	19	19.4
Second Shift	Common	19	19.4
Seniority	Clerical	23	23.1
Shifts	Common	19	19.3
Student Employee	Clerical	2	2.1(a)
Sunday Premium Hours	Common	19	19.4
Temporary Employee	Clerical	22	22.1
Temporary Employee	S & M	29	29.1
Third Shift	Common	19	19.4
Training	Common	19	19.10
Workday	Common	2	2.2(b)
Workday, for purposes of overtime	Common	19	19.2(b)
Workweek	Common	2	2.2
Years of Service	Common	2	2.2

## AGREEMENT

THIS AGREEMENT made this 5th day of March, 2004, by and between THE UNIVERSITY OF CHICAGO HOSPITALS, a corporation not for pecuniary profit, organized under the laws of the State of Illinois and located in Chicago, Illinois (hereinafter referred to as the "Hospitals"); and THE HEALTHCARE, PROFESSIONAL, TECHNICAL, OFFICE, WAREHOUSE AND MAIL ORDER EMPLOYEES UNION, LOCAL 743, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

### ARTICLE 1 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Hospitals and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Hospitals and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings or grievances relating to employee wages, hours, and working conditions.

### ARTICLE 2 - RECOGNITION

Section 2.1 The Hospitals recognize the Union as the exclusive bargaining agency for all:

a. Hourly Paid Clerical. Hourly paid clerical employees working at its facilities located in the Chicago metropolitan region inclusive of suburban Cook County and other surrounding counties, excluding all student employees, employees working less than twenty (20) hours per week, salaried clerical employees including administrative assistants who are on the exempt payroll, all employees represented by labor organizations and covered by other collective bargaining agreements, temporary employees, confidential employees, professional employees, guards and supervisors as defined by the National Labor Relations Act. For purposes of this Section, "student employees" are defined as all persons who work less than twenty (20) hours per week and are enrolled at an accredited college or university. The Hospitals will provide the Union with a list of student employees and a list of clerical employees classified as confidential, upon request, provided that the Hospitals shall not be compelled to furnish more than four (4) of such lists per year.

b. Hourly Paid Service and Maintenance. Non-professional employees of the University of Chicago Hospitals who perform service and maintenance duties at its facilities located in the Chicago metropolitan region inclusive of suburban Cook County and other surrounding counties, excluding all students, clerical, technical, and professional employees, employees covered by other collective bargaining agreements, and guards and supervisors as defined in the National Labor Relations Act.

#### Section 2.2 Definitions.

A. The terms "employees" and "bargaining unit" when used in this agreement shall mean the individuals for whom the Union is recognized as the bargaining agency in accordance with the provisions of Section 2.1.

B. "Years of Service" is defined as the employee's total period of continuous employment at the Hospitals. "Workweek" and "workday" are defined as the number of hours in the employee's standard workweek and workday.

### ARTICLE 3 - AGENCY SHOP CHECKOFF

Section 3.1 Agency Shop. Effective with the thirty-first (31st) day following execution of this Agreement or the thirty-first (31st) day following initial date of employment under this Agreement, whichever is later, all employees shall, as a condition of continued employment, either:

(a) Become members of the Union and maintain their membership in good standing, which requirement shall be satisfied by the tender of initiation fees and monthly dues uniformly required for employees to acquire and retain membership in the Union; or

(b) In the alternative, tender a monthly agency fee to the Union, in an amount prescribed by the Union which shall not exceed the amount of initiation fees and monthly dues uniformly required for employees to acquire and retain membership in the Union.

Section 3.2 Dues Deduction. On receipt of written authorization from any employee, the Hospitals agrees to deduct from the employee's pay, Union initiation fees, dues or agency fees in amounts designated from time to time by the Union in writing. Such authorization, to be effective, shall conform with the provisions of Section 302 of the National Labor Relations Act as amended. Deductions will begin on the first payday of the month after timely receipt of the employee's written authorization. Thereafter, deductions will be deducted on the first payday of each month and remitted to the union within five (5) business days after the money is deducted. The initiation fee will be deducted in four (4) monthly installments. Payroll deduction shall begin during the first (1st) period following receipt by the Hospitals of the written deduction authorization and shall be made according to a schedule of deductions mutually agreed to by the Union and the Hospitals and consistent with payroll deductions made by the Hospitals for other purposes.

Section 3.3 Indemnification. The Union shall indemnify, defend and hold the Hospitals harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospitals for the purposes of complying with the provisions of this Article.

Section 3.4 Orientation. The Union Business Agent or a Union staff representative will be provided the opportunity to speak with employees and management during new employee orientation for up to twenty (20) minutes.

### ARTICLE 4 - NON-DISCRIMINATION

The Hospitals and the Union agree that both will abide by the letter and spirit of applicable federal laws, and valid state and municipal laws not preempted by federal law, prohibiting discrimination against any employee or applicant because of race, color, national origin, religious or political belief, sex, marital status, age, disability, Vietnam Era veteran status or unfavorable military discharge, Union membership or lack thereof and/or activity on behalf of either the Union or the Hospitals. The parties acknowledge their commitment to maintaining a work environment free from sexual harassment. The Hospitals agree to abide by all Equal Employment Opportunity laws, ordinances and regulations applicable to its operation, including but not limited to the Americans With Disabilities Act, provided also that any claim of discrimination, including complaint of harassment based upon sexual orientation, may be taken up as a grievance under Article 6 of this Agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

All rights of management are retained by the Hospitals except to the extent that this Agreement limits such rights. Such rights include, but are not limited to, the right to manage the business of the Hospitals; to determine standards of patient care; to develop and use new methods, procedures and equipment and to train employees in such use; to direct the working force; to determine schedules and nature of work to be performed by employees and methods, procedures and equipment to be utilized by employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments, to achieve the highest level of employee performance and production consistent with safety and good health; to make, change and enforce reasonable rules of conduct; to hire, layoff, promote, transfer, discipline or discharge employees for just cause; to utilize all employees wherever and however necessary in cases of emergency or in the interest of patient care or the efficient operation of the Hospitals. Rights enumerated herein shall not be exercised in a manner inconsistent with or contrary to the provisions of this Agreement.

## **ARTICLE 6 - GRIEVANCE PROCEDURE - ARBITRATION**

**Section 6.1 Grievances Defined.** Differences between the Hospitals and the Union or an employee with respect to the interpretation of, application of, or compliance with this Agreement or with respect to corrective action, taken with any employee, including the reasonableness of Hospitals rules of conduct or regulations under which corrective action may have been taken, shall be settled in the following manner:

- Step 1** Before filing a grievance, an employee is encouraged to try to resolve the matter informally with his or her immediate supervisor. The employee may request the presence of the area steward during such discussion. If that effort is unsuccessful, the employee and the area steward must file a written grievance with the immediate supervisor on a standard grievance form signed by the employee. The written grievance shall contain a brief statement of the nature of the grievance, the contractual provision(s) alleged to be involved, and the relief sought. In order to be timely, the written grievance must be submitted within fourteen (14) calendar days from the date the employee first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance. Within seven (7) calendar days of being presented with the written grievance, the supervisor shall initial that he/she either grants or denies it.
- Step 2** If the matter is not satisfactorily adjusted in Step 1, or if the answer is not given within the time specified, the area steward shall submit the grievance in writing to the department head (or designated representative) within seven (7) days of the Step 1 answer. The department head or designated representative shall promptly schedule a meeting with the grievant, area steward and/or Union Business Representative. A written response shall be issued within seven (7) calendar days of that meeting.
- Step 3** If the matter is not adjusted in Step 2, or an answer is not given within the time specified, and the Union wishes to appeal, the written grievance previously submitted shall be forwarded by a Union staff representative or Union steward to the Human Resource Employee-Labor Relations Office within ten (10) calendar days after the Step 2 answer. The grievance shall be taken up in a meeting between the Union staff representative and a designated member of the Human Resource Employee-Labor Relations staff, who shall reply to the grievance within ten (10) calendar days after the date it is presented.
- Step 4** If the matter is not adjusted in Step 3 or an answer is not given by the Human Resource Employee-Labor Relations Office within the time specified, the Union may, by written notice to the Hospitals within ten (10) calendar days after the Step 3 answer, request the grievance be referred to an impartial arbitrator selected in the manner hereinafter stated. If the parties fail to agree upon an arbitrator within seven (7) calendar days, the parties shall, within ten (10) calendar days from the date of the Union's notice to the Hospitals, request the Federal Mediation and Conciliation Service to furnish each party with an identical panel of seven (7) arbitrators. The parties shall select an arbitrator within ten (10) business days of receipt of such panel.

In the event that either party is dissatisfied with the names appearing on the panel, such party may request a second panel from which an impartial arbitrator must be chosen. The arbitrator shall be selected as follows: the Union shall strike one (1) name from the panel, then the Hospitals shall strike another name, alternatively, until one (1) name remains. Following the selection of an arbitrator, the parties shall make arrangements with him to hear and decide the grievance without unreasonable delay. The arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from or alter in any way the provisions of the Agreement. The arbitrator's award shall be final and binding upon the Hospitals, the Union and all employees, provided such award is within the arbitrator's authority as described herein. The fees and expenses of the arbitration shall be borne equally by the Hospitals and the Union.

Corrective action cases, except those involving discharge, that have been properly and timely processed through the grievance procedure, and which do not involve interpretation of the Agreement may be submitted to expedited arbitration rather than the arbitration process outlined in Step 4, Section 1, of Article 6, provided expedited arbitration has been requested within ten (10) calendar days after the Step 3 answer. The expedited arbitration procedure shall function as follows:

1. The Expedited Arbitration Panel shall be developed by the parties with the aid of the American Arbitration Association (AAA), the Center for Employment Dispute Resolution (CEDR), or the Federal Mediation and Conciliation Service (FMCS).
2. Each twelve (12) months, the parties will select five (5) Chicago-based arbitrators approved by FMCS or AAA to be members of the Expedited Panel who will be assigned to a case on a rotation system. Immediately upon such notification, the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than ten (10) working days. If the designated arbitrator is not available to conduct a hearing within the ten (10) working days, the next panel member in rotation shall be notified until an available arbitrator is obtained.
3. If either party concludes that the issues involved are of such complexity or significance as to warrant reference to regular arbitration, that party shall notify the other party of such reference at least twenty-four (24) hours prior to the scheduled time for the expedited arbitration. The party who cancels the expedited arbitration will be responsible for paying all of the arbitrator's cancellation fees, if any.
4. The hearing shall be conducted in accordance with the following:
  - a. the hearing shall be informal;
  - b. counsel may be used;
  - c. no briefs shall be filed or transcripts made;
  - d. there shall be no formal rules of evidence; and
  - e. the hearing shall normally be completed within one day; the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
5. No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.

**Section 6.2 Time Limits and Waivers.** Except as provided in Section 6.3, grievances shall not be considered or processed unless they are presented in writing in the first step of the grievance procedure within fourteen (14) calendar days from the date the employee first knew or could reasonably be expected to have known of the



circumstances giving rise to the grievance. Any grievance not appealed to the next succeeding step in writing within the time limits specified will be considered withdrawn and not eligible for further appeal. Written answers from Hospitals representatives at the second and third steps shall be forwarded to the Union Steward. Written answers at the third step shall be forwarded to the Union steward via e-mail and by letter to the Union office by fax and regular mail. The Hospitals shall provide all stewards with e-mail access and the opportunity to have third step answers printed within their department.

By mutual written agreement of the parties, time limits contained in the grievance procedure may be extended. By mutual written agreement of the parties, steps contained in the grievance procedure may be waived.

Whenever practicable, the area steward designated by the Union pursuant to Section 6.9 will present grievances at the first two steps of the grievance procedure. If the area steward is not on duty or cannot be released from work, the Union shall designate another steward to substitute for the area steward.

**Section 6.3 Corrective Action and Termination Grievances.** Grievances involving the suspension or discharge of an employee must be initiated in writing at Step 3 within ten (10) calendar days after the employee has been notified of such disciplinary action. Grievances involving alleged violation of Article 4 shall be filed at Step 3 within ten (10) calendar days after the employee has been notified of the results of the investigation conducted by Human Resources-Employee/Labor Relations department. Grievances involving the layoff of an employee must be initiated in writing at Step 3 within ten (10) calendar days. Unless grievances are so presented, the right to file a grievance shall be waived. A Union staff representative shall be present at any second step meetings regarding such grievances.

**Section 6.4 Grievance Limitations.** No more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless by prior mutual agreement of the parties.

**Section 6.5 Grievances Without Merit.** Nothing in this Agreement shall require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

**Section 6.6 Union Access.** A staff representative of the Union shall have reasonable access to the Hospitals premises for the purpose of conferring before any grievance is reduced to writing.

**Section 6.7 Employee Personnel File.** Employees shall have a right to review approved documents contained in their personnel records in the Hospitals' Human Resources Office.

**Section 6.8 Compliance with Work Assignment Required.** In the event of a dispute over a work assignment the employee shall comply with the assignment and then utilize the grievance procedure provided in this Agreement to settle such dispute. Employees having advance notice may file grievances before doing the assignment.

**Section 6.9 Union Steward Release Time.** For the limited purpose of attending grievance meetings with management or other mutually agreed upon labor-management meetings, stewards will be permitted reasonable time away from their work assignment, during the steward's normal working hours without loss of pay, so long as the steward obtains approval from his/her supervisor (which approval shall not be unreasonably withheld) before leaving his/her work assignments or work areas. The Union shall provide the Hospitals a list of current stewards, which will include the areas they serve, the manager they report to, the shift they work, and the extension at which they can be reached.

## **ARTICLE 7 - NO STRIKE-NO LOCKOUT**

**Section 7.1 No Strike.** During the term of this Agreement or any extension thereof, the grievance machinery of this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the Hospitals, whether relating to the application of this Agreement, economic matters, or otherwise. Accordingly, during the term of this Agreement or any extension thereof, neither the Union nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines or any other intentional interruption, curtailment, restriction or interference with Hospitals functions or operations, regardless of the reason.

**Section 7.2 Union Remediation.** Should any activity proscribed by Section 7.1 occur, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Hospitals in writing that such action has not been caused or sanctioned by the Union;
- c. Post notices on Union bulletin boards stating that it disapproved of such action and instructing all employees to cease such action and return to work immediately;
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Section. The Hospitals shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Section without the employee or employees or the Union in their behalf having recourse to the grievance procedure and arbitration, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Section. If it is determined that an employee did so participate, the disciplinary action taken by the Hospitals may not be disturbed.

**Section 7.3 No Lockout.** The Hospitals agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

## **ARTICLE 8 - JOINT LABOR/MANAGEMENT COUNCIL**

### **Section 8.1 Joint Labor/Management Council**

The parties agree that it is in their mutual interest to have a forum for the purpose of addressing mutual concerns. To that end, the parties agree to establish a joint Labor/Management Council which will meet as necessary, but at least bi-monthly to identify matters of mutual interest and suggest ideas to enhance the efficient operations of the Hospitals, improve quality patient care and the welfare of employees.

The Council shall consist of 10 members, five of which are to be appointed by the Union and five by Management. Union members serving on the Council who are employed by the Hospitals will be paid for the time spent participating at such meetings as part of their regular working hours. Unless authorized by the Hospitals in advance, no overtime will be paid for Union members' participation in Council meetings or activities. It is further agreed that:

1. The Union's membership on the Council shall consist of both members of the clerical and the service units.
2. The Council shall not be used as a substitute for the grievance procedure and absent mutual agreement, grievances are not to be discussed.
3. Following each meeting, a report of the Council's activities will be proposed and distributed to the Union and Hospitals.

4. All reasonable costs and expenses incurred by the Council shall be borne by the Hospitals provided prior approval is granted by the Hospitals.
5. The function of the Council is intended to be advisory only. Nothing set forth in this Article is to be construed as a limitation of either management's rights or the Union's rights otherwise set forth in this Agreement.
6. The Council will, as part of its responsibilities, with respect to programs involving members of the bargaining unit, study employees' training needs and make recommendations, subject to the approval of the Union and the Hospitals, on relevant subjects including the following:
  - (a) Admission of members of the bargaining unit to various training programs already conducted or arranged by the Hospitals;
  - (b) Additional training programs to meet anticipated needs, including both entry level and upgrading programs;
  - (c) Cooperation between the Hospitals and the Union to seek further funding for training programs; and
  - (d) Curricula for recommended new programs or changes in curricula in existing programs to make such programs more effective.

In the event that new or revised duties are added to an employee's job, or the duties of the employee's job are revised to incorporate the operation of new equipment, or an employee is transferred, the employee shall be given a reasonable opportunity to be trained in the performance of such new or revised duties.

Within ninety (90) days of ratification of this agreement, the Hospitals shall conduct mandatory training for appropriate management staff regarding the application of this Agreement.

#### ARTICLE 9 - SAFETY AND HEALTH

Section 9.1 Safety and Health. The Hospitals will continue to make reasonable provisions for the safety and health of its employees during their hours of employment. It is agreed that the Hospitals shall continue to maintain such safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during all working hours. The Hospitals agree to furnish the Union with copies of mandatory OSHA logs or to make these available for inspection upon written request by the Union. The Hospitals agree to continue its practice of affording all employees where employment puts them in contact with occupational hazards, regular training necessary to allow them to safely perform their assigned functions. The Hospitals also commit to provide the appropriate safety training to non-Local 743 personnel with whom unit employees interact to assure that said employees do not endanger the safety of unit employees.

Section 9.2 Protective Clothing/Equipment. The Hospitals will continue to furnish protective clothing (for example: rubber gloves and rubber aprons) and/or equipment to the extent reasonably necessary to protect the employee's health and safety. Employees will wear and utilize such clothing and equipment as directed.

Employees who, as of the date of this Agreement, are assigned to jobs which require continuous viewing of video display terminals shall be scheduled for an eye examination provided by the Hospitals and employees hereafter assigned to such jobs shall be entitled to such examinations at the time of their assignment. Hereafter, employees

whose jobs require continuous viewing of video display terminals shall be scheduled for additional eye examinations, provided by the Hospitals, after each year of such continuous viewing.

Section 9.3 Ergonomic Furniture. If, during the term of this Agreement, the Hospitals require the acquisition of new office equipment for use in conjunction with video display terminals, the Hospitals will consider the purchase of "ergonomic furniture," provided however, that cost considerations are equal.

Section 9.4 Incident Reports. The Hospitals shall make available to employees through its supervisors "Incident Reports" for the purpose of facilitating employee reports of perceived safety and/or health violations. These reports are to be filled out as soon as practicable with the understanding that employees are not to interrupt their immediate work assignments.

#### ARTICLE 10 - BULLETIN BOARDS

The Hospitals shall provide adequate bulletin boards to permit the Union to post notices of its meetings and other Union activities. Postings shall be confined to official business of the Union and shall be on official Union letterhead. No material or notices of a controversial nature shall be posted, nor shall any notices or bulletins be distributed at the time clocks until approval has been granted by the Vice-President of Human Resources or their designated representative. Copies of all postings and notices shall be provided in advance to the Hospitals.

#### ARTICLE 11 - TRAINING

Article 11 has been intentionally left blank.

#### ARTICLE 12 - CORRECTIVE ACTION

Section 12.1 Progressive Corrective Action. The parties agree that a fairly administered progressive corrective action procedure can be effective in identifying and remedying many problems which interfere with employee job performance. They recognize, however, that very serious offenses may warrant immediate discharge. No corrective action shall be taken without just cause and all corrective actions shall be issued within ten (10) working days of learning of the cause for corrective action. Employees shall be furnished a copy of corrective action notices when issued, and one (1) copy shall be given to the Union steward if the employee has requested that the steward be present. If no Union steward is present and the employee is suspended or discharged, a copy of the corrective action shall be submitted to the area steward. Except for serious offenses, the progressive corrective action process shall not be advanced if six (6) months or more have elapsed since the employee's last previous corrective action or regression as provided below. Corrective actions in an employee's file will not be furnished or shown to prospective employers absent specific authorization by that employee.

Section 12.2 Suspension Pending Investigation. The Hospitals agree that when imposing discipline an employee shall not remain in "suspended pending investigation" status for more than fourteen (14) calendar days beginning with the date the suspension is issued and only will be placed in such status for serious offenses that could result in suspension or discharge for the first offense. In the event such time period is exceeded, the employee shall be paid at his or her straight time hourly rate of pay for all days in excess of fourteen (14) days until the day the final corrective action is issued by the Hospitals. Nothing contained in this paragraph shall prevent the Hospitals from suspending or discharging such employee and payment of wages shall not be introduced as evidence for any purpose whatsoever in any subsequent proceeding concerning a corrective action decision by the Hospitals.

Section 12.3 Regression of Corrective Action. An employee who has received a corrective action for a minor offense and who works for the next twelve (12) consecutive months without receiving an additional corrective action for the same type of offense, will have the corrective action which was issued for the minor offense reduced to the next lowest level of discipline for the purposes of regressing the corrective action process. Following the

regression, when and if the employee is charged with the same type of minor offense, the corrective action imposed shall be at the regressed level of corrective action achieved pursuant to this section. A notation of any annulled corrective action will be kept in the employee's file. Any annulment processed hereunder will not obligate the Hospitals to reimburse the employee for any lost wages that may have been imposed with the corrective action. Last chance agreements shall be for a period of no more than two years.

**Section 12.4 Corrective Action Considered When Bidding.** Corrective action issued within the preceding nine (9) months may be considered in evaluating the qualifications of an employee to satisfactorily perform the work of a position which he or she is seeking pursuant to the applicable seniority articles of this Agreement.

**Section 12.5 Union Representation During Interviews.** Employees shall be entitled, on request, to Union representation during the course of any investigatory interview by a Hospitals representative if the employee reasonably believes that such interview might result in corrective action.

**Section 12.6 Drug and Alcohol Testing.** In all cases where the Hospitals suspects an employee is impaired and/or under the influence of drugs or alcohol, the employee will be afforded Union representation in advance of the employee being interviewed and/or being directed to undergo an alcohol or drug test, provided, however, that the testing shall not be unreasonably delayed. Pursuant to this proviso, the Hospitals, for the purpose of expediting this process and affording a representative, will contact a steward from the list to be provided by the Union, which list is to be kept updated by the Union.

The Hospitals and the Union agree that as a Healthcare provider, the Hospitals has a vital interest in maintaining safe, healthful and productive working conditions for its employees, as well as for its patients, visitors and others at the Hospitals. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks, not only to the employee, but to all employees, patients and visitors.

Therefore, the illegal manufacture, possession, distribution, dispensing, use, sale or being under the influence of alcohol and drugs on Hospitals property or while performing Hospitals business, is strictly prohibited. Any employee engaged in any such conduct will be subject to disciplinary action, including termination, even for a first offense of such conduct. For purposes of this agreement employees who, while performing their assigned duties, pick up and properly dispose of refuse containing intoxicants such as alcoholic beverage containers, medical supplies and contents of ashtrays, shall not be deemed to be in personal possession of such materials.

The parties agree that alcohol/drug testing is one means of ensuring a drug-free workplace. Such testing of an employee may be required by the Hospitals when there is a reasonable suspicion that an employee is under the influence of alcohol or drugs while on Hospitals property or on Hospitals business. Such tests are an important part of the Hospitals investigation of alcohol or drug misuse and any refusal to take such a test will result in termination.

In advance of any alcohol/drug testing, the following will occur:

- (1) Supervisors and managers will receive fitness-for-duty training which will include training to recognize signs of impairment. This training will be presented to interested union representatives, upon request; and
- (2) Representatives from the Hospitals and the Union will meet to discuss testing issues of concern to the Union such as confidentiality and testing procedures.

The Hospitals and Union further agree that employees who misuse alcohol and/or are substance dependent should be encouraged to enroll in a treatment program or otherwise seek assistance for alcohol/drug problems. Referrals can be made through the Hospitals' Employee Assistance Program. An employee's participation in such programs will not jeopardize job security. Likewise, participation in such a program will not preclude the discipline or discharge of an employee for failure to maintain satisfactory performance, conduct, attendance, or

for failing to adhere to conditions of continued employment following a rehabilitation program if required by the program.

The Hospitals and the Union recognize that there shall be no random testing of employees covered by this Agreement (unless pursuant to a last chance agreement resulting from a violation of the Hospitals drug and alcohol policies). However, employees who have been off the active payroll for one year or more for any reason shall be subject to a health screening, including drug testing. Employees will be afforded the opportunity at the time of testing to authorize the Union to receive a copy of the test results. If the employee has given such authorization, the Hospitals will provide test results to the Union's business representative within two (2) business days of its receipt of same.

### **ARTICLE 13 - SUBCONTRACTING**

The Hospitals agree not to contract any work which is ordinarily and customarily performed by its regular employees, where it would result in the layoff of bargaining unit employees without first in good faith complying with the remaining provisions of this Article.

Recognizing the Union's long-standing concern over the contracting out of work necessitating layoff of bargaining unit employees, the Hospitals will provide as much advance notice as is practicable under the circumstances for purposes of affording the Union the opportunity to bargain concerning such change and reviewing the various alternatives before deciding whether or not to contract out such work. Such alternatives to be considered shall include, but not be limited to whether bargaining unit employees may with reasonable training acquire the skills or become otherwise qualified to perform the work in question.

The Union agrees that in bargaining, full consideration and weight will be given to economic savings and institutional needs. The Hospitals agree that in bargaining, full consideration and weight will be given to the economic impact on bargaining unit members; and provided further that the Hospitals will not subcontract for the purpose of eroding the bargaining unit or avoiding the terms and conditions of this Agreement.

The contracting out of bargaining unit work shall not be considered for any purpose whatsoever as an abandonment by the Union of its jurisdictional claim to have the subcontracted work performed by its members at some future date if the Hospitals later decides to terminate its subcontractor and resume utilization of its own employees.

### **ARTICLE 14 - DISABILITY COVERAGE**

The Hospitals agree to provide disability coverage for employees who have completed their probationary period. Following is a general description of the benefits and conditions of this Plan:

1. Any employee who is absent from work because of a non-work connected accident or illness will be entitled to benefit payments beginning the fifteenth (15<sup>th</sup>) day of such absence or at the completion of time covered by accrued sick leave, whichever is the longer period.
2. The benefit payment will be sixty percent (60%) for full-time employees and forty percent (40%) for part-time employees of basic straight-time hourly earning but not to exceed two hundred dollars (\$200) per week (effective with ratification of this Agreement). Such benefits shall continue so long as the employee is disabled until the end of a thirteen (13) week period that begins with the first day of absence, or until commencement of long term disability coverage, but in no event shall such benefits be paid for more than twenty-six (26) weeks.

3. Employees who are injured on the job or suffer occupational injury or occupational illness will be entitled to prompt handling of their claims for referral to such outside insurance carriers utilized by the Hospitals for processing such claims.

Upon fifteen (15) days written notice, the Hospitals may reopen Articles on Disability Coverage, Sick Leave with Pay, Authorized Hospitals Holidays, and Vacations With Pay for the purpose of negotiating a Paid Time Off ("PTO") program.

If the Hospitals elects to reopen the contract to propose a PTO plan, the Union may, within fourteen (14) days of notice of such reopening, reopen the contract to propose improvements in the Disability Pay provision.

If, after reopening the foregoing provisions, the Hospitals unilaterally implements a PTO program, the Hospitals agrees it will not: a) implement a program prior to January, 2005, or b) implement a program which provides employees with less paid time off than they currently enjoy.

Notwithstanding any language to the contrary contained in the collective bargaining agreement, the parties agree that, solely with respect to any reopened provisions, the Hospitals retains its rights under the law to unilaterally implement a final proposal after impasse and the Union retains its right under the law to strike.

#### ARTICLE 15 - SICK LEAVE WITH PAY

Section 15.1 Employees shall be entitled to sick leave pay after one (1) year of service. However, sick leave time shall be accrued by each eligible employee from the date of hire.

Section 15.2 Employees hired on or after February 24, 1997 shall accrue sick leave at the rate of eight (8) days per year. Employees hired prior to February 24, 1997 shall accrue sick leave with pay at the rate of twelve (12) days per year. Sick leave accruals shall be credited to each employee on a biweekly basis at the rate of one-twenty-sixth (1/26) of the total annual hours of sick leave due the employee for each completed pay period of employment. No sick leave with pay shall accrue for any pay period during which employees are absent for more than one-half (1/2) of their standard working hours except where absence is due to paid vacations, paid holidays, paid funeral leaves, jury duty, voting time off, or paid military leave. Sick leave with pay shall accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Workmen's Compensation Act or the Occupational Diseases Act.

Section 15.3 On January 1 of each year, sick leave hours accrued annually will be retained. Such hours may be used for any absence due to illness. An employee's sick leave allowance shall be applied only to absences necessitated by an employee illness or injury and the right is reserved by the Hospitals at any time to require an employee who has been absent four (4) or more consecutive workdays or who is suspected of abuse of sick leave utilization to submit a certificate issued by a physician licensed to practice medicine as proof of illness. Failure to submit such proof upon request shall automatically disqualify such employee for sick leave allowance with pay and may result in further disciplinary action.

Full-time employees must use accrued hours (sick, vacation, or personal) for purposes of routine doctor's appointments. Employees must inform departmental supervision at the time the appointment is made. The Hospitals reserve the right to request proof that the time off was in fact used for the purpose requested. Failure to submit such proof upon request shall automatically disqualify such employees for accrued hours utilization and may result in further disciplinary action.

Employees unable to report for work shall so inform their department as soon as possible. Time lost by employees who fail to notify their departments as required shall be treated as an unexcused absence. Employees who expect to return and are unable to return at their regular starting time that day, shall call in as above.

In December of each year, employees may elect to convert any portion of their unused sick leave hours accrued that calendar year, at the rate of one-half (1/2) the total amount, at the employees' regular straight-time hourly rate. Employees must notify their supervisor of their election by November 1 of each year.

Upon retirement, an employee may redeem up to seven hundred (700) hours, at the rate of one hour for each two redeemed, at the employees' regular straight-time hourly rate. All other accrued unused sick leave shall lapse upon termination of employment.

Section 15.4 Employees who have exhausted sick leave but who are eligible to use accrued vacation may, if they so desire, substitute such vacation hours for sick leave. If employees are required by the Hospitals to leave their jobs to secure a medical examination, the time thus lost shall be counted as time worked and the cost of such examination shall be borne by the Hospitals.

Section 15.5 Absences resulting from accidents or illness and compensated under the Workmen's Compensation or Occupational Diseases Acts of the State of Illinois, shall not be charged against the employee's accrued sick leave except to the extent necessary to make up the difference between salary when so requested by the employee.

#### ARTICLE 16 - OTHER ALLOWANCES

Section 16.1 Benefits Eligibility. All employees whose standard workweek includes twenty (20) or more hours shall be eligible for the allowances described in Article 16. Except as is provided below, an employee who is engaged on a temporary basis or who is hired to work irregular hours without a fixed standard workweek shall not be eligible for these allowances regardless of the number of hours actually worked per week.

Section 16.2 Bereavement Leave. Employees who have completed three (3) months of employment shall, upon application to their supervisor, be allowed up to three (3) working days off at straight-time pay (four (4) when travel of more than four hundred (400) miles each way is involved) upon the death of a member of the employee's immediate family. Employees who have ten (10) years of service will be granted five (5) funeral leave days. "Immediate family" is defined as parents or foster parents, sister, brother, spouse, children and registered same-sex domestic partner.

In the event of death of an employee's father-in-law, mother-in-law, grandparent, or grandchild, the employee will be allowed three (3) days off with straight-time pay for hours lost. Any additional time required by an employee may be charged against the employee's accrued vacation, provided the employee obtains the approval of the supervisor in advance. The Hospitals agree to give consideration to paid time off in the event of death of a person not bearing the relationship enumerated above on an individual basis.

It is understood that the Hospitals have the right to request verification of relationship, death and distance traveled before paying benefits under this Article. It is further understood that the Hospitals may request an employee to complete a form indicating the names and relationships of relatives covered by this Section.

Eligible part-time relief employees shall be entitled to straight time pay equal to four (4) hours and eligible full-time relief employees to pay equal to eight (8) hours for each working day of leave taken under this provision if such day(s) reduce their guarantee of twenty (20) hours minimum per workweek.

Section 16.3 Jury Service. Employees who are summoned and report for jury service shall be excused from work for the days on which they serve as a juror and shall receive for each such day of jury service on which they would otherwise have worked, their straight-time hourly rate for normally scheduled work hours. An employee may use accrued vacation time while serving as a juror and thus retain the jury duty check and receive vacation pay. In either case, the employee retains the check issued by the court for expenses.

In order to receive payment, an employee must give the supervisor notice of the summons at the earliest practicable time. The provisions of this Section are not applicable to an employee who fails to cooperate in seeking to be excused from jury duty when the Hospitals deem seeking to be so excused is in order.

It is understood that if employees are called to serve as jurors and they are temporarily excused from such service or are not required to serve as juror on any of their regularly scheduled workdays, they will report for work during scheduled working hours. An employee serving as a juror Monday through Friday, will not be required to work the weekend.

If a day is recognized and paid as a holiday by the Hospitals but is not recognized by a court in which an employee is performing jury service, the employee will subsequently be granted another day off with pay at the employee's straight-time hourly rate to compensate for the loss of the holiday during jury service.

Eligible relief employees shall be entitled to straight time pay equal to four (4) hours for each working day required under this provision provided such day (s) shall reduce the guarantee of twenty (20) hours minimum per workweek.

**Section 16.4 Voting Time.** All eligible employees whose working hours prevent them from voting shall be allowed to absent themselves from work for not more than two (2) hours in order to vote during national, state, or municipal elections provided they submit an oral or written statement as required by the supervisor to the effect that the time off will be used for voting purposes only. To be eligible, an employee must show a current, valid voter's registration card to the supervisor and must arrange with the supervisor at least two (2) working days in advance for time off for voting. These employees will be paid for the time at their basic straight-time hourly rate.

**Section 16.5 Election Officials.** Upon at least forty-eight (48) hours previous application and approval of the department head, employees who serve as judges, clerks, or official watchers at elections shall be granted time off without pay on days of national, state, or municipal elections.

**Section 16.6 Leave of Absence.** Employees covered by this Agreement shall have the right to make application for leaves of absence for justifiable reasons. Normally a leave of absence will not be granted during the first year of employment except for short duration in emergency circumstances and for pregnancy-related conditions. The Hospitals will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration of any leave of absence. A leave of absence due to continuing, bona fide illness or disability that prevents an employee from working will be approved for a period ending not later than six (6) months from the time the employee's absence began. Such a leave will begin after the exhaustion of accrued sick leave and vacation time. Employees must complete a written request for a leave of absence on the appropriate Hospitals form signed by the employee. The Hospitals shall acknowledge approval in writing on the same form, and will give a copy of the approved form to the employee. Leaves of absence shall be without pay and, at the Hospitals' discretion, they may be extended upon receipt of written request for such extension.

In addition to what other rights and entitlements are set forth herein, the Hospitals will otherwise abide by their obligations under the Federal Family and Medical Leave Act and/or any other legislation applicable to the Hospitals pertaining to leaves of absence.

During any approved leave of absence or during layoff, an employee may retain coverage under the various insurance plans; the Hospitals will continue its share of premium costs for ninety (90) days. After ninety (90) days, the employee pays full premiums for the plans. Retention of insurance coverage is required during leaves of ninety (90) days or less. Arrangements for the payment of premiums is to be made with the Hospitals Benefits Office.

During any leave of absence, an employee does not accrue sick leave, vacation or holiday credits and is not eligible for any paid time benefits; however, all such benefits become available to the employee, not retroactively, for the period of the leave, as soon as the employee resumes work after leave of absence.

An employee on approved leave of absence will be terminated from employment when the leave of absence expires unless he or she has a compelling reason, acceptable to the Hospitals, for inability to return. Falsification of leave of absence application shall be cause for disciplinary action including discharge.

Whenever practical and possible, the employee will be returned to his or her original position or will be given preference for any other position in the same service grade for which he or she is qualified. If no position in the same service grade is vacant, he or she will be offered any vacant position then available. The employee will not be required to accept a position in a lower service grade than the one he or she had achieved at the beginning of the leave. If the employee rejects a position in the same or higher service grade, the employee shall have no priority to a position. If the employee rejects a position in a lower service grade, the employee will be given a priority for another position in the employee's service grade for up to twelve (12) months.

**Section 16.7 Uniforms.** The Hospitals agree to furnish and replace uniforms as may be reasonably required in the judgment of the Hospitals for the kind of work in which each employee is engaged. Pantsuits will be optional for women employees. In Infection Control areas, the Hospitals will furnish and launder uniforms. In addition, the Hospitals will also launder any uniforms that are accidentally contaminated. The Hospitals will provide a uniform allowance of \$100 per year. The money will be included in the first paycheck in December of every year of this contract.

The parties agree to establish a standing committee to review and discuss employee uniforms. This committee will include representatives of departments requiring uniforms and union stewards representing employees in those departments. This committee will serve as a vehicle for employees to state their preferences and to explore options for future uniforms. If, during the term of this agreement, the Hospitals find it necessary to resume laundering uniforms, then the Union shall be notified for the purpose of negotiating the impact of that decision.

#### **ARTICLE 17 - MAINTENANCE OF STANDARDS**

It is agreed that unless specified herein to the contrary, the Hospitals will not modify any provisions affecting wages and benefits affecting the employees covered by this Agreement.

It is further agreed that no employee or representative shall enter into any agreements, contracts, or commitments, either orally or in writing, that interfere with either the intent or content of this Agreement.

#### **ARTICLE 18 - BENEFITS**

**Section 18.1.** During the term of this Agreement, Union members shall remain eligible to participate in the benefit programs listed below to the same extent that such programs are applicable to all Hospitals personnel.

1. Employee Retirement Income Plan
2. Group Life Insurance Plan
3. Health Care Plans:
  - a. Blue Cross/Blue Shield Preferred Provider Organization (PPO)
  - b. University of Chicago Health Plan (UCHP)
  - c. HMO Illinois (Blue Cross/Blue Shield)
4. Group Dental Plan

5. Group Vision Plan
6. Flexible Spending Accounts
7. Long Term Disability Plan
8. Personal Accident Insurance Plan
9. Tuition Reduction Plan (University of Chicago courses for employees and their children)
10. Employee Assistance Program (EAP)

Section 18.2. During the term of this Agreement, there shall be no increase in employee contributions required to maintain existing benefits under the following benefits programs, except as provided in 3 below:

1. Employee Retirement Income Plan (same contribution formula)
2. Group Life Insurance Plan (same contribution formula)
3. Comprehensive Health Care Benefit Plan:
  - Effective July 1, 2004, the full-time employee rates will increase by 15% of current bargaining unit rates.
  - Effective July 1, 2005, the full-time employee rates will increase by 10% of the 2004 rates.
  - Effective July 1, 2006, the full-time employee rates will increase by 7.5% of the 2005 rates.
  - Two new tiers will be added to the benefits programs:
    1. Employee + Spouse/Same-sex Domestic Partner (the employee contribution rate will be 5% less than the rate for Employee + Family)
    2. Employee + Children (the employee contribution rate will be 10% less than the rate for Employee + Family)
  - The Hospitals' contributions toward health care plan coverage are applicable only for employees who are in active pay status, except as provided in Article 15, Section 15.5 and Article 16, Section 16.6 of the Agreement.
  - During the term of this Agreement, the Hospitals will provide at least two (2) plans which are substantially equivalent to current plans.
  - Health insurance coverage for new employees will begin the first of the month following the first thirty (30) days of employment.
  - Health insurance coverage will terminate on the date the employment severance is effective. Qualified employees who do sever will be able to pick up COBRA benefits upon termination of their Hospitals benefits.
4. Long Term Disability Plan (same contribution formula)
5. Personal Accident Insurance Plan (same contribution formula)

Section 18.3 If, during the term of this Agreement, any improvement is granted by the Hospitals to another group of employees, the same improved benefits will apply to employees covered by this Agreement. Benefits covered by this Section are sick leave, holidays, vacation and other programs enumerated in Section 18.1 (except 3). If during the term of this Agreement, any improved comprehensive Health Plan is established pursuant to a negotiated agreement between the Hospitals and another union, such improved plan will be offered to employees covered by this Agreement.

#### ARTICLE 19 - HOURS OF PAY

Section 19.1 Hours of Pay. The provisions of this Article are intended to provide a basis for calculating straight-time, overtime, and premium payments and shall not be construed as a guarantee of hours of work per day or per week. Overtime or premium payments shall not be pyramided under this Agreement nor paid more than once for the same hours worked. Hours compensated as sick leave will not count as hours worked in the computation of overtime.

#### Section 19.2 Overtime Pay.

- A. Employees working regularly scheduled shifts of not less than seven and one-half (7 ½) hours shall be paid one and one-half (1 ½) times the basic straight-time hourly rate plus any applicable shift premium for all hours worked by direction of supervision prior to or following and in excess of their regularly scheduled shift. All employees shall be paid one and one-half (1 ½) times the basic straight-time hourly rate plus any applicable shift premium for all hours worked in excess of forty (40) in one work week. Daily overtime hours shall not be counted again in computing hours worked in excess of forty (40) per workweek.
- B. For the purpose of computing overtime, the workweek is defined as the seven (7) days beginning Sunday morning and ending the following Saturday night.
- C. Employees shall be paid at one and one-half (1 ½) times their basic straight-time hourly rate for a minimum of four (4) hours or for the actual hours worked, whichever is greater, when:
  1. Called back by the Hospitals for emergency work after completing their regular workday;
  2. In the case of full-time employees, required by the Hospitals to work on their scheduled day(s) off each week. Days off shall be scheduled at least five (5) days in advance except when employees request and agree to trade days off with the prior approval of their supervisor; or
  3. In the case of full-time employees, required to report for a new shift less than twelve (12) hours after the completion of a regular shift, except in those instances when an employee for his or her own convenience requests and receives approval to be so scheduled.

#### Section 19.3 Assignment of Overtime.

- A. When overtime hours are required, the Hospitals shall give employees affected as much notice as is practicable.
- B. To the extent practicable, the Hospitals shall equalize overtime opportunities in accordance with seniority among employees in the same job classifications performing similar duties in the same area on the same shift. Overtime will be offered to bargaining unit employees prior to any hours being assigned to non-bargaining unit, contract, or agency employees.

Section 19.4 Shift Work. For purposes of this Agreement and with respect to eight (8) hour shifts, the normal starting time shall be as follows: first shift, 7:00 a.m.; the second shift, 3:00 p.m.; and the third shift, 11:00 p.m. These designations in no way limit the starting time of shifts nor the number of hours per shift.

- A. Effective with the ratification of this Agreement, all employees covered by this Agreement, when working during the second or third shift, shall be paid sixty cents (\$0.60) per hour in addition to their basic

straight-time hourly rate, provided that the major portion of their regularly scheduled working hours falls between the hours of 5:00 p.m. and 7:00 a.m.

- B. Employees permanently assigned to evening or night shifts shall be paid the applicable shift differential for paid holiday and vacation hours.
- C. Employees whose work shifts begin on or after 12 midnight Friday night and before 12 midnight Sunday night shall be paid sixty-cents (\$0.60) per hour in addition to their regular straight-time hourly rates for hours worked on such shifts. Saturday and Sunday premium pay shall be in addition to any shift premium pay due employees under this Article.

**Section 19.5 Hiring Rates.** The Hospitals agree that it will not hire inexperienced and untrained employees in a particular position at a rate beyond that paid to the lowest paid employee working in an identical position within the same department. If an experienced person is hired for a particular position, the hiring rate shall not be in excess of that paid an employee with equivalent training and experience who is working in an identical position within the same department.

**Section 19.6 Temporary Reassignment.**

- A. Clerical employees temporarily transferred to fill a higher rated position for more than four (4) hours in a day, and required to perform the higher skilled tasks of that assignment for the preponderance of that time, will receive for that period of transfer a rate for the higher rated position calculated in accordance with Article 26. Employees temporarily transferred to lower rated positions shall maintain their regular rate except when such transfer is assigned in the employee's interest.
- B. Service and Maintenance employees temporarily transferred to a higher rated job in the same department shall receive for the time of transfer a higher rate of pay based on the classification of the higher position calculated in accordance with Article 33. An employee temporarily transferred to a lower rated job shall maintain his or her regular rate of pay except when such transfer is arranged in the employee's interest and by agreement to avert layoff.
- C. If an employee works temporarily in a higher classification for more than three (3) consecutive pay periods, the employee will receive pay at the higher classification for holidays and vacations, as long as the employee continues to work temporarily in the higher classification. Provided, however, that should vacation be scheduled or a holiday fall within three (3) consecutive pay periods after such temporary assignment, the employee will receive pay at the rate of the higher classification for the vacation/ holiday.
- D. Regular employees who are temporarily assigned to full-time supervisory positions shall obtain a withdrawal card from the Union. If not returned to a position in the bargaining unit within one (1) year, their seniority in the bargaining unit will be lost. Effective with the ratification of this Agreement, such employees shall receive not less than one dollar and five cents (\$1.05) per hour above their current hourly rate of pay for each hour spent performing assigned supervisory work.

**Section 19.7 Negotiation Pay.** The Hospitals shall compensate up to seventeen (17) Hospitals employee members of the Union negotiation committee for regular working time lost during negotiating sessions with the Hospitals. The paid sessions will be limited to no more than twenty (20) sessions. The Union agrees to advise the Hospitals in writing of the names of negotiating committee members at least fourteen (14) days in advance of the first negotiating meeting.

On the days of face-to-face negotiations only, the employee shall be compensated as follows: the employee shall be compensated for regular working time lost during negotiation sessions with the Hospitals. However, the Hospitals will not compensate for any hours exceeding eight (8) hours in a negotiating day. The eight (8) hours paid for attendance of negotiation sessions will be calculated in the total hours for the workweek. Hours spent or paid for in negotiations shall not count as hours worked for overtime calculation purposes.

The Hospitals will not require employees on the negotiating committee to report to work during the same shift in which they are bargaining. Employee who attend a negotiating session for at least 10 hours, and whose shift commences within eight (8) hours of the end of that negotiation session, shall be released from that shift without pay. Such employees may elect to use accrued hours for pay. The Hospitals may rotate or reassign an employee's scheduled shift to accommodate negotiation sessions and the operational efficiency of affected departments.

**Section 19.8 Meals and Breaks.** Employees working a regularly scheduled shift of seven and one-half (7 1/2) hours shall be entitled to one (1) unpaid meal period of one (1) hour, and employees working a regularly scheduled shift of (8) hours or more shall be entitled to one (1) unpaid meal period of one-half (1/2) hour. Such employees shall also be entitled to two (2) fifteen (15) minutes paid break periods per full shift. Part-time employees will receive one (1) fifteen (15) minute rest period per four (4) hour shift. When managers and employees can accommodate scheduling requirements, nothing contained in this Section shall prevent an employee from combining breaks in order to extend his or her meal period. However, this cannot be done for purposes of leaving early or reporting late.

**UCAN.** The employees who work in the communications center for UCAN work 4, 8, and 12 hour shifts. This practice has been in place for some time and appears to satisfactorily meet the needs for both the staff and management. It is however, inconsistent with the above listed provisions of this article.

It is mutually agreed that the employees in the UCAN Communications Specialist classification in the Department of Emergency Medicine shall be allowed to eat their lunch while remaining on duty without loss of pay. The lunch period will not exceed (30) minutes and in no way will interfere with the employee's performance on duty.

**Section 19.9 Reporting Pay.** Full-time employees shall receive a minimum of four (4) hours work or four (4) hours pay at their regular straight-time hourly rate when they report for work as scheduled on a regularly scheduled work day unless they (a) have been notified not to report for work, (b) leave work voluntarily prior to completion of four (4) hours or (c) are suspended or discharged for cause due to events that occurred the same day. The foregoing shall not apply when the Hospital's inability to provide work is due to power failure, equipment breakdown and/or acts of nature.

**Section 19.10 Training Pay.** The Hospitals and the Union recognize that there are various job classifications and job descriptions in the bargaining unit, and that many senior level job descriptions include overseeing, directing, and/or leading the work activities of other clerical and S&M employees. Such tasks are recognized by the assignment of higher level job grades.

Other employees may occasionally be assigned by supervision to introduce methods and procedures to other clerical and S&M employees that go beyond routine orientation and to provide feedback to management for purposes of evaluating the trainees' progress. In such cases, the employee shall be considered to be engaged in training in an in-service process.

When this occurs, the Hospitals will provide a training pay differential to employees functioning as trainers for the period of these assignments, when the employee's job classification and/or job description excludes overseeing, directing, and/or leading the work activities of other clerical and S & M employees.

Effective with the ratification of the Agreement, employees covered by this Agreement when assigned to training duties as provided herein shall receive a differential of eighty-five cents (\$0.85) per hour. Effective July 1, 2005, employees assigned to training duties as provided herein shall receive a differential of ninety cents (\$0.90) per hour. Effective July 1, 2006, employees covered by this Agreement when assigned to training duties as provided herein, shall receive a differential of ninety-five cents (\$0.95) per hour.

Section 19.11 Scheduling of Nursing Support Assistants (NSAs), Patient Service Coordinators (PSCs) and Patient Service Assistants (PSAs).

A. The parties agree Nursing Support Assistants (NSAs), Patient Service Coordinators (PSCs) and Patient Service Assistants (PSAs) should not normally be assigned to work more than two (2) different shift rotations in a six (6) week schedule, i.e.: days-evenings, days-nights, evenings-nights. However, such assignments may be necessary, on occasion, to cover for employee absence, or in the interest of patient care. Employees are to be afforded at least every third weekend off.

B. With regard to weekend scheduling, whenever scheduling requirements allow, the Hospitals will use its best efforts to schedule employees to be off every other weekend.

C. The parties agree that upon written request from the Union, they shall meet to discuss and explore how the scheduling process may be improved in individual scheduling units.

D. Once an employee subject to the scheduling provisions set out in this Section is granted his vacation scheduling request, the employee will not be required to report for work, absent his agreement to do so, on any day during the approved scheduled vacation including weekend days (Saturday and Sunday).

Nothing contained in this Section is intended to detract or add to the terms, conditions and past practice with respect to the Hospitals vacation scheduling of any other classification or groupings of employees.

Section 19.12 Shifts Exceeding 8 Hours. Notwithstanding any other language in this agreement: Employees in the classifications of Nursing Support Assistant and Patient Service Coordinator may be hired into 10 or 12-hour shifts or a combination of 8-hour and 12-hour shifts per week. However, the Hospitals may determine to establish these shifts with current employees in these classifications only with the consent of affected employee(s). The overtime provision in the contract shall apply only to the extent that daily overtime applies to those hours worked per day in excess of the scheduled shifts, and the overtime provision shall continue to apply to all hours worked in excess of 40 hours per week.

All eligible employees who normally work eighty (80) hours in a pay period will receive a total of eighty-eight (88) hours of combined regular holiday and personal holiday time in a calendar year distributed as follows:

1. For employees on a ten (10) hour shift, the eighty-eight (88) hours includes the six (6) authorized Hospitals holidays paid as ten (10) hours per holiday. The remaining twenty-eight (28) hours of the eighty-eight (88) hours of combined holiday time will be paid to the employee as personal holiday time.
2. For employees on a twelve (12) hour shift, the eighty-eight (88) hours includes the six (6) authorized Hospitals holidays paid as twelve (12) hours per holiday. The remaining sixteen (16) hours of the eighty-eight (88) hours of combined holiday time will be paid to the employee as personal holiday time.
3. Employees who work less than eighty (80) hours in a pay period shall receive their pro rata amount of paid time, e.g. a 0.9 FTE shall receive ninety percent (90%) of eighty-eight (88) paid hours which is 79.2 hours. Regular holidays and available personal holidays will also be prorated accordingly.

Section 19.13 Pharmacy Technician - Chemotherapy. Pharmacy Technicians who work the majority of their shift handling chemotherapy drugs will be paid a \$1.25 per hour premium for that shift.

ARTICLE 20 - PROBATIONARY PERIOD

All newly hired employees shall be considered probationary and shall have no seniority until they have been employed by the Hospitals for ninety (90) calendar days. The probationary period may be extended by mutual agreement, in writing, between the Hospitals and the probationary employee and a copy of said agreement shall be furnished to the Union. During their probationary period, employees may be laid off or terminated at the sole discretion of the Hospitals. The parties agree that new employees shall be apprised of their progress and shortcomings on their jobs during the probationary period. Failure to do so, however, will not affect the Hospitals right to layoff or terminate such employees.

CLERICAL EMPLOYEES ONLY

ARTICLE 21 - ASSIGNMENT OF WORK

Section 21.1 Continuation of Non-Bargaining Unit Work. The parties recognize that persons outside the bargaining unit have historically performed work similar to that performed by bargaining unit employees and it is not the intent of this Agreement to eliminate or curtail such practices. The Hospitals will not create new clerical positions outside the bargaining unit for the purpose of eroding the bargaining unit.

Section 21.2 Preservation of Bargaining Unit Work. For the purpose of preserving work and job opportunities for employees covered by this Agreement, the Hospitals shall not transfer work performed by bargaining unit members to employees in another bargaining unit or with the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.

ARTICLE 22 - TEMPORARY AND AGENCY EMPLOYEES

Section 22.1 Use of Temporary Employees. The parties recognize that it may be necessary for the Hospitals to utilize temporary employees to meet its regular work requirements and to ensure operating efficiency. However, the Hospitals will not use temporary employees to avoid the hiring of regular employees.

The Hospitals may use temporary employees to perform bargaining unit duties in the same classification for no more than four (4) consecutive months. After four (4) months, the employee will either be placed in regular status or be terminated. Any temporary employee who becomes classified as regular and who has not had a break in service (layoff only) of seven (7) calendar days will be granted sick leave, personal holidays and vacation accruals beginning with the last date of continuous employment. In the event of a break in service (layoff only) of seven or more days, accruals and seniority will be retroactive to the last such break. Credit for temporary service under these conditions will not count toward eligibility for other employee benefit programs.

Section 22.2 Probationary Period. Temporary employees who become classified as regular employees prior to a break in service as defined above shall be considered probationary employees within the meaning of Article 20 until they have been employed as regular employees for ninety (90) calendar days; provided, that if such temporary employee becomes a regular employee on a job reporting to the same immediate supervisor to which the employee was assigned as a temporary employee, the probationary period shall be ninety (90) calendar days less the number of calendar days already worked by the temporary employee while reporting to the same immediate supervisor. In any event, upon successful completion of their probationary periods, such employees shall be credited with seniority dating from their last date of hire as temporary employees of the Hospitals. The Hospitals will notify the Union when a temporary employee becomes a regular employee in the bargaining unit. Such notice will include the employee's department and job classification.

Section 22.3 Notice to Union. The Hospitals agree to notify the Union within fourteen (14) work days of the names of temporary employees being hired or retained to perform bargaining unit work. Such notification shall include the date of hire, the department or unit and job classification of the temporary employee.



#### CLERICAL EMPLOYEES ONLY

**Section 22.4 Agency Employees.** The parties recognize that it may be necessary for the Hospitals to utilize agency employees to meet its regular work requirements and to ensure operating efficiency. Agency employees are used to supplement the workforce and are not intended to replace regular positions.

The Hospitals may use agency employees to perform bargaining unit duties in the same classification for no more than four (4) consecutive months. After four (4) consecutive months, the agency employee will either be offered a bargaining unit position or the Hospitals will direct the agency to reassign the agency employee to another institution. Agency employees who accept a Hospitals position shall be considered probationary employees for the first ninety (90) calendar days after being hired into the bargaining unit, except that if when they are hired they report to the same immediate supervisor that they were assigned to as an agency employee, they will receive credit towards the completion of their probationary period for continuous days that they were so assigned to that supervisor up to a maximum of thirty (30) such days.

The Hospitals agree to notify the Union monthly of agency employees who have been assigned to perform bargaining unit work. Such notification shall include the date of assignment, the department or unit and job classification of the agency employee.

#### ARTICLE 23 - SENIORITY

**Section 23.1 Seniority Defined.** For the purposes of this article, "seniority" is defined as a bargaining unit employee's total length of continuous service with the Hospitals dating from the employee's most recent date of hire. In the event confidential clerical or other non-bargaining unit positions are reclassified into bargaining unit positions, the Hospitals shall have the right to assign the then present occupants to such reclassified positions. In such case, the occupants of reclassified confidential clerical positions shall be credited with seniority dating from their most recent date of hire, and occupants of other reclassified non-bargaining unit positions shall be credited with seniority dating from the date their jobs were reclassified.

**Section 23.2 Application of Seniority.** In effectuating reductions in force and in filling permanent vacancies within the bargaining unit, the following factors shall be considered:

- A. ability and qualifications to satisfactorily perform the work; and
- B. length of seniority.

Where two or more employees have the ability and qualifications to perform a particular job and, as between such employees, such ability and qualifications are equal, length of seniority shall be the controlling factor; provided, however, that placement and/or retention of employees classified as Secretaries and, where applicable, others performing substantial secretarial duties for academic personnel of the Hospitals shall be subject to the discretion of departmental supervision; provided, further, that such discretion shall not be exercised arbitrarily or in violation of Article 4 of this Agreement. For purposes of this Section 23.2, "academic personnel of the Hospitals" shall be deemed to include all persons defined in the University of Chicago Statutes as members of the University faculties and other academic personnel, as well as Emeriti faculty, lecturers, deans, assistant deans, directors of institutes and academic programs and academic positions in the Laboratory Schools.

**Section 23.3 Reduction in Force.** In the event of a reduction in force the following procedure shall apply:

**Step 1:** The employee who is displaced shall be placed in a vacant position which he or she is qualified to perform in the same salary grade in the same occupational group (as listed in Appendix D), with preference to any such vacancies within the same department.

#### CLERICAL EMPLOYEES ONLY

**Step 2:** If no such vacancy exists such employee shall be placed in the position occupied by the least senior employee working in the same department, salary grade and occupational group, subject to the conditions set forth in Section 23.2.

**Step 3:** Employees who cannot be assigned in accordance with Step 2 shall be placed in vacant positions which they are qualified to perform, in the same salary grade, elsewhere within the bargaining unit, subject to the conditions set forth in Section 23.2.

**Step 4:** If no such vacancy exists within the bargaining unit in the same salary grade, such employee shall be placed in the position occupied by the least senior employee working in the same salary grade and occupational group, subject to the conditions set forth in Section 23.2.

**Step 5:** Employees who cannot be assigned in accordance with Step 4 shall be placed in vacant positions within the bargaining unit which they are qualified to perform within the next lower salary grade, with preference to any vacancies within their occupational group. If no such vacant positions exist, they shall be placed in the position occupied by the least senior employee working in that salary grade and within their same occupational group, subject to the conditions set forth in Section 23.2.

**Step 6:** Employees who cannot be placed in accordance with Step 5 shall be placed in vacant positions within the bargaining unit which they are qualified to perform within the next lower salary grade, with preference to any vacancies within their occupational group, if they exist. If no such vacant positions exist, they shall be placed into the position occupied by the least senior employee working in that salary grade and within their same occupational group, subject to the conditions set forth in Section 23.2. Part-time employees shall be considered only for part-time positions and full-time employees shall be considered only for full-time positions; provided, that if part-time employees indicate a willingness to work full-time or full-time employees indicate a willing to work part-time they shall be placed in any vacant positions for which they are qualified at each appropriate Step.

In applying the above steps, if an employee qualifies for more than one vacant position, the employee may select the vacant position that the employee desires.

Employees shall receive at least two (2) weeks advance notice of layoff or they shall receive pay in lieu of such notice. Copies of layoff notifications shall be simultaneously forwarded to the Union.

Employees will be required to take any and all tests which relate to their ability to perform the duties of positions for which they wish to be considered; however, employees will not be required to take tests which are unrelated to their ability to perform the duties of such positions. Test results shall be considered along with the employee's experience and time worked in comparable positions within the same occupational group in making placement decisions pursuant to this section.

**Section 23.4 Refilling Vacancies.** As positions become vacant, employees laid off or displaced from such positions shall be recalled thereto, in order of seniority. Employees may elect to remain laid off rather than accept recall to positions in salary grades below that of the last position occupied by the employee prior to layoff. Laid off part-time employees shall be considered for recall only to part-time positions and laid off full-time employees shall be considered for recall only to full-time positions unless they notify the HR Employment Office, in writing, of their willingness to accept recall to any position. Employees on layoff who wish to be considered for recall must apprise the Hospitals every three (3) months in writing of their interest to retain their recall rights.

**Section 23.5 Notice.** Notice of permanent vacancies arising out of the termination or successful job bids of bargaining unit employees and/or the creation of new bargaining unit positions (other than reclassified bargaining unit positions created pursuant to Section 23.1) shall be posted within the department involved and throughout the bargaining unit for a period of five (5) working days. Such notice shall identify the vacant job, the department in which it is located, requisite skills, scheduled hours and salary range. Non-probationary employees (including such employees on layoff desiring to fill such vacancies may submit written bids therefore during the posting

CLERICAL EMPLOYEES ONLY

period on forms provided by the Hospitals. Employees working within the department involved must submit bids to the departmental representative designated on the posting and employees working outside the department must submit such bids to the HR Employment Office. The Hospitals shall award positions to bidders who have the ability and qualifications to perform the work, in the following order:

- a. Employees working in the same department in which the vacancy is located, subject to the conditions set forth in Section 23.2.
- b. Employees who have been working for at least six (6) months in a position in a lower salary grade outside the department in which the vacancy is located and employees who have been working for at least six (6) months in positions of equal or higher salary grades outside the department in which the vacancy is located, subject to the conditions set forth in Section 23.2; provided, that the six (6) month limit shall not apply to employees working in other departments due to displacement caused by a reduction in force.
- c. Eligible University of Chicago employees as provided in Appendix A.

If there are one (1) or more qualified bidders from within the bargaining unit, the successful bidder shall be notified of his or her selection within ten (10) working days following the close of the posting period and copies of such notification shall be given to the Union. Nothing contained in this Section shall prevent the Hospitals from temporarily filling posted vacancies while it is determining whether there are bidders with the ability and qualifications to satisfactorily perform the work, or until a successful bidder can be reassigned.

If there are no qualified bidders, nothing contained in this Section shall prevent the Hospitals from offering posted vacancies to bidders excluded from consideration by subsection (b) above, qualified non-bidders or new employees.

**Section 23.6 Start of Transferred Job.** Within ten (10) calendar days of selecting an employee who bids on a vacancy, the Hospitals shall notify the Union and all employees who bid on the vacant position that the position has been filled. Unsuccessful bidders who were interviewed for the vacant position will be given the reason(s) why they were not selected.

Successful bidders shall be assigned to their new positions within a reasonable time. In the event the Hospitals deems it necessary to delay the transfer beyond the beginning of the first pay period which occurs no less than two (2) weeks after the employee provides notice to the current department, the employee's straight time hourly rate shall be based thereafter upon the new position.

**Section 23.7 Appraisal.** The parties agree that employees should be appraised of their progress and shortcomings on their new jobs during the period immediately following promotion or lateral transfer. If, at any time within ninety (90) calendar days following promotion or lateral transfer, it is determined that an employee is not satisfactorily performing the work, such employee shall be reassigned to his or her original position. In the event the original position has been eliminated through a reduction-in-force, the employee shall be placed in accordance with Section 23.3. Employees may elect to return to their former position within thirty (30) calendar days following promotion or lateral transfer.

**Section 23.8 Termination of Seniority and Employment.** An employee's seniority and the employment relationship with the Hospitals shall terminate upon the occurrence of any of the following:

- A. Resignation or retirement;
- B. Discharge;
- C. Absence for three (3) consecutive workdays without notification of the reason for the absence to the Hospitals or violation of departmental call-in procedures during such period unless the employee has a satisfactory reason for not furnishing such notification;

CLERICAL EMPLOYEES ONLY

- D. Absence from work because of layoff for a period equal to the length of the employee's accumulated seniority immediately prior to the date of layoff, up to a maximum of twenty-four (24) months.
- E. Failure to report for work upon recall from layoff within ten (10) working days [i.e. excluding Saturdays, Sundays and Holidays] after notice is sent by Registered or Certified Mail to the employee's last address on file with the Hospitals;
- F. Failure to report for work at the termination of a leave of absence or vacation unless the employee has a satisfactory explanation for such failure to report to work; or
- G. Engaging in gainful employment while on an authorized leave of absence unless permission to engage in such employment was granted in advance by the Hospitals in writing.

**Section 23.9 Union Time Off.** Any employee selected as an officer or delegate of the Union shall be allowed a maximum of one (1) year off without pay for the performance of such duties without loss of seniority rights. The Union shall provide a minimum of two (2) weeks notice of any absence requested under this section. The employee will be returned to a comparable position in the same salary grade. If the Union business agent provides at least fourteen (14) calendar days of written notice to Human Resources, the Hospitals will provide unpaid time off for stewards for official Union training as follows: up to three (3) stewards at one time and a total of six (6) stewards per year, for up to a total of four (4) days per year per steward, except in the circumstances where granting the time off would cause serious disruption to the Hospitals' operation. The Hospitals will indicate on a form provided by the Union whether the Hospitals approves or disapproves the requested time off, subject to a subsequent emergency, at least ten (10) days prior to the scheduled training.

**Section 23.10 Seniority List.** The Hospitals agree to submit a quarterly seniority list to the Union. In addition, the Hospitals will provide to the Union a quarterly list of temporary employees requested through the Human Resources Employment Office or if said functions transferred, the office assuming said function. The list will include their date of hire, job classification, department and anticipated date of separation.

**Section 23.11 Involuntary Movement.** In the absence of a sufficient number of qualified volunteers, movement of employees within a department and job classification from one shift to another or to a schedule which includes weekend work in order to assure adequate staffing shall be done in inverse order of seniority, subject to the considerations set forth in Section 23.2. In the event that there are more volunteers than required, then assignments shall be awarded on the basis of seniority.

**Section 23.12 Weekends Off.** If a department has standing schedules that normally include weekends off and do not provide for rotation, the Hospitals will make every reasonable effort to assign employees to such schedules based on seniority.

**Section 23.13 Transfer Between Units.** The parties agree that the following provisions shall become applicable: Employees transferring from Service and Maintenance Unit to the Clerical Unit or from the Clerical Unit to the Service and Maintenance Unit, shall, upon completion of the qualifying period, have their new bargaining unit seniority date adjusted and established as of the effective of the date of the transfer. Employees transferring between units shall be subject to a 90 day qualifying period as provided in the applicable provisions of the Agreement. Employees who subsequently return to their former unit shall be credited with their previously accumulated seniority in that unit. Employees shall retain their original "service" date. Rates of pay for employees transferring between units shall be consistent with the provisions of Article 19, Hours of Pay, Section 19.5, Hiring Rates.

**ARTICLE 24 - AUTHORIZED HOSPITALS HOLIDAYS**

**Section 24.1. Holidays Not Worked.** Subject to the eligibility requirements set forth hereinafter, employees who do not work on authorized Hospitals' holidays shall receive holiday pay equal to their basic straight-time hourly rate multiplied by the number of hours usually worked on a regularly scheduled full workday, to be determined by dividing the employee's regularly scheduled workweek hours by five (5). For the purpose of this Article, an employee shall be regarded as working on a holiday if the majority of their scheduled hours fall on such holiday.

**Section 24.2. Holidays Enumerated.** The authorized Hospitals' holidays consist of six (6) regular holidays, and five (5) personal holidays. The (6) regular holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Whenever any of the regular holidays fall on a Saturday, the preceding Friday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Saturdays. Whenever any of the regular holidays fall on a Sunday, the following Monday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Sundays.

**Section 24.3. Holidays Worked.** Employees who are required to work on a regular Hospitals' holiday shall be compensated at one and one-half (1 1/2) times their straight-time hourly rate, provided that if a regular Hospitals holiday falls on an employee's regularly scheduled day off and the employee is required to work, such employee shall be compensated at two (2) times the basic straight-time hourly rate for the hours actually worked. In addition, employees required to work on regular Hospitals holidays shall be given equivalent time off, with pay within thirty (30) days preceding such holiday, or pay in lieu thereof. For purposes of this Article, employees whose work schedules overlap two (2) calendar days shall be regarded as working on a holiday if the majority of their scheduled hours fall on such holiday.

**Section 24.4. Holiday Absences.** If an employee is absent from work on a scheduled working day preceding or following a holiday, or on the holiday itself, the employee shall not receive pay for such holiday unless the absence shall have been previously authorized or subsequently approved by the department head. A bona fide illness is excusable.

**Section 24.5. Computing Holiday Hours.** Holiday hours not worked but paid for pursuant to this Article on what would otherwise be an employee's scheduled workday shall be considered as time worked in computing overtime premium due for the workweek.

**Section 24.6. Personal Days.** In addition to the six (6) regular Hospitals holidays, each employee shall accrue two (2) personal holidays on January 1, and one (1) personal holiday on April 1, July 1 and September 1, for a total of five (5) personal holidays each calendar year. Employees on layoff or leave of absence or otherwise not on active payroll on any of the foregoing dates shall not accrue the personal holiday for that date.

Employees desiring to take a personal holiday off on Martin Luther King Day must notify their supervisors of their desire no later than fourteen (14) calendar days prior thereto, and to the maximum extent practicable every effort will be made to grant such requests.

Personal holidays must be used within the calendar year of accrual. Personal holidays may be taken on days chosen by the employee, provided at least seven (7) calendar days notice has been given and provided that the employee's absence will not unduly hamper departmental operations.

An employee who has one (1) or more personal holidays accrued may, subject to departmental approval, use the day(s) as emergency days(s) of personal leave when circumstances justify such use. Employees wishing to make such use of the day(s) must notify the department as soon as possible and specify the reason for the request.

Employees who have accrued personal holidays during their probationary periods shall not be eligible to use such holidays unless and until they have completed the probationary period.

It shall be each employee's responsibility to request personal holidays each year observing the rules of the department. Failure to use holidays shall not entitle an employee to "carry over" the holidays into the next year nor entitle the employee to extra payment in lieu of the holiday(s).

Employees who have completed probationary periods shall be compensated for unused personal holidays upon termination of employment within the calendar year in which such personal holidays were accrued.

**ARTICLE 25 - VACATIONS WITH PAY**

**Section 25.1. Eligibility.** Regular employees who are scheduled to work 20 or more hours per week begin accruing vacation hours immediately upon hire or change in status. Employees regularly scheduled to work less than 20 hours per week are ineligible for vacation benefits.

**Section 25.2. Accrual.**

A) Annual vacation for eligible employees shall accrue on a biweekly basis at the rate of one twenty-sixth (1/26) of the total annual hours of vacation due the employee for each completed pay period of employment.

B) Employees hired on or after February 24, 1997 shall accrue vacation at the rate of two (2) standard workweeks per year for the first five (5) years of continuous service. Upon completion of five (5) years of service, vacation shall accrue thereafter at the rate of three (3) standard workweeks per year through the tenth (10<sup>th</sup>) year of continuous service. Upon completion of ten (10) years of service, vacation shall accrue thereafter at the rate of four (4) standard workweeks per year.

C) Employees hired prior to February 24, 1997 shall accrue vacation at the rate of three (3) standard workweeks per year for the first seven (7) years of continuous service. Upon completion of seven (7) years of service, vacation shall accrue thereafter at the rate of four (4) standard workweeks per year through the nineteenth (19<sup>th</sup>) year of continuous service. Upon completion of nineteen (19) years of service, vacation shall accrue thereafter at the rate of five (5) standard workweeks per year.

D) Authorized absences caused by illness or injury and leaves of absence shall not interrupt continuous service for purposes of computing the employee's years of service for vacation purposes.

E) Employees may not accrue more than one and one-half (1 1/2) times the total hours of an annual vacation. No vacation shall accrue for any pay period during which the employee is in out-of-pay status, is receiving disability benefits, or is on leave of absence for the full pay period. Vacation will accrue during absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Diseases Act.

**Section 25.3. Vacation Scheduling.** Annual vacation shall be granted at the time of year selected by the employee, provided however that in scheduling vacations to fit the needs of both the employee and the Hospitals no employee shall be deprived of a full annual vacation. Each employee's vacation schedule will be established at least forty-five (45) days in advance by the Hospitals, provided that employees have submitted their preferences to the supervisor no less than sixty (60) days before the beginning date of the requested vacation. Management will respond in writing to the vacation request no less than forty-five (45) days from the beginning of the requested vacation as to whether the request has been granted or denied. After an employee's vacation period has been established, no change will be made with less than forty-five (45) days notice, without the employee's consent, except in case of emergency. When timely employee vacation requests conflict, choice of vacation shall be given the employees in each unit/department according to bargaining unit seniority.

**Section 25.4. Holidays Within a Vacation.** When an authorized Hospitals holiday falls within an eligible employee's vacation period, vacation shall be extended by the number of hours of paid holiday allowance to which the employee is entitled for that holiday.

**S & M EMPLOYEES ONLY**

**Step 3:** Employees who cannot be assigned in accordance with Step 2 shall be placed into vacant bargaining unit positions within the same job grade, outside the unit/ department, in order of seniority, if no vacant positions exist they shall be allowed to displace the least senior employee working in the same job grade elsewhere in the bargaining unit (subject to the conditions set forth in Section 30.2).

**Step 4:** Employees who cannot be placed according to Step 3 shall be offered similar opportunities, in order of seniority, within each lower salary grade (subject to the conditions set forth in Section 30.2).

In applying the above steps, if an employee qualifies for more than one vacant position, the employee may select the vacant position that the employee desires.

[Employees who cannot be placed in accordance with the foregoing shall be placed pursuant to the Joint Agreement, as applicable.]

In the application of the foregoing procedure, part-time employees shall be considered only for part-time positions and full-time employees shall be considered only for full-time positions; provided, that if part-time employees indicate a willingness to work full-time or full-time employees indicate a willingness to work part-time they shall be considered for all vacant positions for which they are qualified at each appropriate Step.

Employees electing to use their seniority rights to displace other workers shall receive the pay appropriate to the service grades they are transferring into at the same step they had achieved in their previous positions.

Permanent full-time employees shall not be displaced by employees affected by regular seasonal layoffs.

Employees shall receive at least two (2) weeks advance notice of layoff or they shall receive pay in lieu of such notice. Copies of layoff notifications shall be simultaneously forwarded to the Union.

Employees displaced from their regular jobs due to lack of work or by the exercise of another employee's seniority rights, who desire to be recalled to such positions in their former department when vacancies occur, shall file their name and new location with their former supervisor, with a copy to the Employment Office. Such employees will be notified of such vacancies, and will be given preference over part time and new employees in filling such positions for a period equal to the length of the employees accumulated seniority immediately prior to the date of displacement, not to exceed two years. The Hospitals assumes no obligation to recall an employee who has refused an offer of a comparable job on a comparable shift within the bargaining unit.

Employees may be placed in any vacant position they are qualified to perform, without loss of pay or benefits, during the layoff process.

If, at any time within ninety (90) calendar days after having been placed, it is determined that the employee is not satisfactorily performing the work, he or she shall be placed in a vacant position in the same salary grade. If, then, at any time within ninety (90) calendar days after having been re-placed, it is determined that the employee is not satisfactorily performing the work, or if no such position exists, he or she shall be placed in a position in the next lower salary grade. Similarly, an employee placed on another job in accordance with this Section may within thirty (30) calendar days following such placement, elect to be re-placed in a position in the same salary grade; provided, however, that an employee who has been re-placed pursuant to such an election may not elect to be re-placed thereafter.

**Section 30.4 Preferential Consideration for Displaced Workers.** Employees who have accepted a lower salary grade position to avoid layoff or to return to work from layoff will be given preferential consideration for transfer or promotion within such department in accordance with Section 30.2 above.

**S & M EMPLOYEES ONLY**

**Section 30.5 Notice of Vacancies.** Notice of permanent vacancies shall be posted within the department for five (5) calendar days. Employees, having the ability and fitness to satisfactorily perform the work may utilize their seniority to bid for lateral transfer to a vacant position within their unit/departments in situations as follows:

1. For a shift change to or from a day, evening, or night position, or one which includes a weekend schedule. (Reassignment of employees to other shifts by management shall be by reverse order of seniority.)
2. For an increase or decrease in their scheduled working hours.

Vacancies not filled from within the department shall be posted throughout the bargaining unit for a period of seven (7) calendar days. The postings shall show the department, the title, working hours, the rate of pay, duties and qualifications for the job and the date application for the job will be closed.

Applications shall be filed with the HR Employment Office within the time limit indicated on the posted notice. An employee who applies for a position in the same service grade as the position he or she holds will not be considered unless no other employee who is in a lower service grade applies for or is considered qualified for the posted position. Part-time employees within the bargaining unit who apply for full-time vacant positions shall be considered prior to eligible University of Chicago employees, as provided in Appendix A, and before hiring of new employees to fill such positions.

Within ten (10) calendar days of selecting an employee who bids on a vacancy, the Hospitals will notify the Union and all employees who bid on the vacant position that the position has been filled. Unsuccessful bidders who were interviewed for the vacant position will be notified of the reason(s) why they were not selected.

When an employee has applied for and is awarded a posted position, he/she must be placed in that new position within fourteen (14) calendar days. Employees will be placed on the same step in the wage schedule in the new grade. Employees who are paid over scale shall retain any extra cents per hour above the Step 7 wage rate.

An employee who accepts a promotion or transfer to another position shall have a ninety (90) day probationary period. Should such employee be disqualified at any time during the ninety (90) day probationary period he or she will be returned to his or her former job with accumulated seniority. An employee may elect to return to his or her previous position within ninety (90) days following promotion or transfer.

An employee who successfully bids on a job shall be eligible to bid again in six (6) months for promotional opportunities only. An employee who successfully bids on a lateral transfer or a shift change shall not be permitted to bid for another lateral transfer or another shift change for a period of one (1) year.

Any determination made by the Hospitals relative to this Section shall be subject to the grievance procedure.

**Section 30.6 Seniority Accumulation.** Seniority shall accumulate from the first day of employment in the bargaining unit covered by this Agreement. Temporary or irregular employees shall not accumulate seniority. Seniority shall continue to accumulate during:

1. Absence caused by illness or injury incurred in the course of employment.
2. Absence for military service to the extent provided in the Universal Military and Training and Service Act, as amended.
3. Other leaves of absence approved by the Hospitals in writing.

**Section 30.7 Termination of Seniority and Employment.** An employee's seniority and the employment relationship with the Hospitals shall terminate upon the occurrence of any of the following:

#### CLERICAL EMPLOYEES ONLY

training. Employees, once successfully trained, shall be given a reasonable time, not to exceed 90 days unless extended by mutual agreement, to demonstrate that they possess the skill, ability and qualifications to perform the work to the satisfaction of the Hospitals in order to be retained in the new classifications. Employees who are unable to satisfactorily perform the work or those who elect to be replaced within 30 calendar days following placement in the new classification shall be returned to their former position, provided it exists, or shall be placed in accordance with Article 23.3.

**Section 27.3 Establishing Qualifications.** Nothing contained herein is intended to limit the Hospitals right to establish minimum qualifications for inclusion in training opportunities nor for establishing the qualifications, requisite skills and ability required to perform in a new classification.

#### S & M EMPLOYEES ONLY

### ARTICLE 28 - ASSIGNMENT OF WORK

**Section 28.1 Regular Employee Defined.** Employees who work a regular schedule of twenty (20) or more hours per week shall be termed regular employees under this Agreement after thirty (30) calendar days of continuous employment. Employees specifically hired for a temporary period or to work on an irregular basis shall not be regarded as regular employees. The Hospital shall not utilize irregular and part-time employees for the purpose of diminishing full time employment to bargaining unit members or to erode the bargaining unit.

**Section 28.2 Supervisor Work Limitations.** The Hospitals intend that supervisory personnel shall act in a supervisory capacity and shall not regularly perform the work of bargaining unit employees except as may be necessary due to the unexpected absence of employees or in emergencies.

**Section 28.3 Preservation of Bargaining Unit Work.** For the purpose of preserving work and job opportunities for employees covered by this Agreement, the Hospitals shall not transfer work performed by bargaining unit members to employees in another bargaining unit or with the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.

### ARTICLE 29 - TEMPORARY AND AGENCY EMPLOYEES

**Section 29.1 Use of Temporary Employees.** The parties recognize that it may be necessary for the Hospitals to utilize temporary employees to meet its regular work requirements and to ensure operating efficiency. However, the Hospitals will not use temporary employees to avoid the hiring of regular employees.

The Hospitals may use temporary employees to perform bargaining unit duties in the same classification for no more than four (4) consecutive months. After four (4) months, the employee will either be placed in regular status or be terminated. Any temporary employee who becomes classified as regular and who has not had a break in service (layoff only) of seven (7) calendar days will be granted sick leave, personal holidays and vacation accruals beginning with the last date of continuous employment. In the event of a break in service (layoff only) of seven or more days, accruals and seniority will be retroactive to the last such break. Credit for temporary service under these conditions will not count toward eligibility for other employee benefit programs.

**Section 29.2 Probationary Period.** Temporary employees who become classified as regular employees prior to a break in service as defined above shall be considered probationary employees within the meaning of Article 20 until they have been employed as regular employees for ninety (90) calendar days; provided, that if such temporary employee becomes a regular employee on a job reporting to the same immediate supervisor to which the employee was assigned as a temporary employee, the probationary period shall be ninety (90) calendar days less the number of calendar days already worked by the temporary employee while reporting to the same immediate supervisor. In any event, upon successful completion of their probationary periods, such employees shall be credited with seniority dating from their last date of hire as temporary employees of the Hospitals. The

#### S & M EMPLOYEES ONLY

Hospitals will notify the Union when a temporary employee becomes a regular employee in the bargaining unit. Such notice will include the employee's department and job classification.

**Section 29.3 Notice to Union.** The Hospitals agree to notify the Union within fourteen (14) work days of the names of temporary employees being hired or retained to perform bargaining unit work. Such notification shall include the date of hire, the department or unit and job classification of the temporary employee.

**Section 29.4 Agency Employees.** The parties recognize that it may be necessary for the Hospitals to utilize agency employees to meet its regular work requirements and to ensure operating efficiency. Agency employees are used to supplement the workforce and are not intended to replace regular positions.

The Hospitals may use agency employees to perform bargaining unit duties in the same classification for no more than four (4) consecutive months. After four (4) consecutive months, the agency employee will either be offered a bargaining unit position or the Hospitals will direct the agency to reassign the agency employee to another institution. Agency employees who accept a Hospitals position shall be considered probationary employees for the first ninety (90) calendar days after being hired into the bargaining unit, except that if when they are hired they report to the same immediate supervisor that they were assigned to as an agency employee, they will receive credit towards the completion of their probationary period for continuous days that they were so assigned to that supervisor up to a maximum of thirty (30) such days.

The Hospitals agree to notify the Union monthly of agency employees who have been assigned to perform bargaining unit work. Such notification shall include the date of assignment, the department or unit and job classification of the agency employee.

### ARTICLE 30 - SENIORITY

**Section 30.1 Seniority Defined.** For the purposes of this Article, "seniority" is defined as a bargaining unit employee's total length of continuous length of service with the Hospitals dating from the employee's most recent date of hire.

**Section 30.2 Use of Seniority for Promotion.** It is the desire of this Article 30 to preserve the principle that job security and promotional opportunities within the bargaining unit shall be commensurate with:

- a. Ability and fitness to satisfactorily perform the work in question;
- b. Length of seniority.

When qualifications set forth in (a) are equal, length of seniority, (b) shall be controlling. In the event no employee with seniority has the qualifications to fill a vacant job, the Hospitals may hire a new employee to fill the opening.

**Section 30.3 Reduction In Force.** In the event of a reduction in force, the following procedure shall apply:

**Step 1:** For the particular units/departments affected by the layoff, temporary employees in the affected job classifications will first be laid off. Then part-time positions in the affected job classifications will be combined, when possible.

**Step 2:** The least senior employee(s) in the affected job classification in the unit/department affected shall be displaced and reassigned to vacant bargaining unit positions within the unit/department, in order of seniority, within the same salary grade, (subject to the conditions set forth in Section 30.2). If no such vacant positions exist, the employee shall be allowed to displace the least senior employee working in a lower salary grade within the unit/department affected (subject to the conditions set forth in Section 30.2) or choose to be placed in the succeeding step of this provision.

CLERICAL EMPLOYEES ONLY

**Section 25.5 Vacation Compensation.** Compensation during paid vacations shall be at the employee's basic straight-time hourly rate. Full days of vacation taken during a workweek shall be counted in computing overtime hours for that workweek.

**Section 25.6 Payment Upon Separation.** Eligible employees who resign, who are laid off, or who are involuntarily discharged shall be paid for accrued vacation and personal holidays by the next scheduled payday.

**Section 25.7 Vacation Advance.** An employee may receive accrued vacation pay in advance by notice to his or her supervisor at least two weeks prior to the beginning of his or her vacation. Advance vacation pay shall be in weekly increments only and received on the last scheduled workday prior to vacation.

**Section 25.8 Sick Leave During Vacation.** If paid sick leave occurs prior to and extends into a scheduled vacation, the employee may request that the vacation be postponed to some other period during the year.

If an employee is admitted as a hospital inpatient due to an emergency illness or accident after the vacation has started, the period of hospitalization and recovery may, at the employee's request, with appropriate documentation, be taken as sick leave and the remaining vacation time be rescheduled.

In both cases the rescheduling of vacation, subject to Section 25.3 of this Agreement, will depend on the department's/unit's ability to do so without disruption of services.

ARTICLE 26 - WAGES

**Section 26.1 Clerical Wage Increases.**

- Effective the first full pay period following ratification of this Agreement, the rates shown on Schedule D of the previous agreement shall be increased by three percent (3%) retroactive to the first full pay period of October 2003.
- Effective the first full pay period of July 2004, the October 2003 rates shall be increased by three percent (3%).
- Effective the first full pay period of July 2005, the July 2004 rates shall be increased by three percent (3%).
- Effective within two pay periods of ratification, a contract signing bonus of \$500 will be given to Clerical employees in the merit zone (employees on Step 10 up to and including the grade maximum) and an additional \$500 bonus to be paid the first full pay period of June 2006.
- Employees at Step 10 and above will receive at least the negotiated increases for the life of the contract up to the grade maximum, and may be eligible for additional increases based upon their annual performance evaluations.

**Section 26.2 Step Progression.** Effective the first full pay period following ratification of this Agreement, the step progression for Clerical employees will be reinstated. Eligible employees will receive step movement in each April for the life of the contract. Employees whose step movement has been frozen will move two steps per year until they are on the step that they would have been on if they had not been frozen.

Step One (1) shall be the minimum starting rate for the salary grade. No employee shall receive a rate above the maximum rate specified for the employee's salary grade in the appropriate appendix.

CLERICAL EMPLOYEES ONLY

**Section 26.3 Advancement to a Higher Grade.** Upon promotion to a position within a higher salary grade, employees shall receive a rate within the higher salary grade in accordance with the following:

- A) **One grade promotion:** to the step attained by the employee in the previous salary grade; or, for employees who were above the highest numbered step in their previous salary grade, an increase of seven percent (7%) above the previous rate.
- B) **Two grade promotion:** to the step below that attained by the employee in the previous salary grade; or, for employees who were above the highest numbered step in their previous salary grade, an increase of eleven percent (11%) above the previous rate.
- C) **Three grade promotion:** to two steps below that attained by the employee in the previous salary grade; or, for employees who were above the highest numbered step in their previous salary grade, an increase of fifteen percent (15%) above the previous rate.

In applying the above percentages, no employee shall receive a rate above the maximum rate specified for the employee's salary grade in the appropriate appendix.

**Section 26.4 Movement to a Lower Grade.** Employees moving to lower graded positions due to bidding or reduction in force shall receive a rate within the lower salary grade in accordance with the following:

- A) **One grade lower:** to the step attained by the employee in the previous salary grade; or, for employees who were above the highest numbered step in their previous salary grade, a rate which equals ninety-three percent (93%) of the previous rate.
- B) **Two grades lower:** to the step above that attained by the employee in the previous salary grade; or, for employees who were above the highest numbered step in their previous salary grade, a rate which equals ninety percent (90%) of the previous rate.
- C) **Three grades lower:** to two steps above that attained by the employee in the previous salary grade; or, for employees who were above the highest numbered step in their previous salary grade, a rate which equals eighty-six percent (86%) of the previous rate.

In applying the above percentages, no employee shall receive a rate above the maximum rate specified for the employee's salary grade in the appropriate appendix. Once moved to a lower graded position, employees shall be credited with time spent at their previous step for the purpose of determining subsequent step increases.

ARTICLE 27 - NEW CLASSIFICATIONS

**Section 27.1 New Job Classifications - Rate of Pay.** If during the term of this Agreement new job classifications are established within the bargaining unit, or duties of existing job classifications are substantially changed, the Union will be notified as soon as possible. Similarly, if the Union believes that such a situation has occurred, the Hospitals will be notified as soon as possible, with a description of the positions involved and/or the substantial changes which have been made. The Hospitals may install a rate of pay for such new or changed classification and agree to renegotiate promptly with the Union concerning the appropriateness of the established rate. Should the Hospitals and the Union agree to a rate higher than the rate originally determined by the Hospitals, such rate shall be retroactive to the time the new classification was established or the old classification changed. If no agreement is reached concerning appropriate rate of pay, the Union may challenge the rate established by the Hospitals through the arbitration procedure provided for in Article 6 of this Agreement; and in such case, the question before the arbitrator shall be whether the rate established by the Hospitals bears proper relationship to rates prescribed by this Agreement for other classifications within the bargaining unit. The Hospitals will provide the Union with all bargaining unit job descriptions within thirty (30) days of ratification of this Agreement. When the Hospitals revises job descriptions, it will send a hard copy of the revised job description to the Union Business Agent and a copy to the stewards via email.

**Section 27.2 Placement in New Job Classifications.** In the event a new classification is established within the bargaining unit, placement shall be made in accordance with Article 23.2, with preference to employees who ordinarily and customarily perform such work or may become qualified to do so after a reasonable period of

**S & M EMPLOYEES ONLY**

- A. Resignation or retirement;
- B. Discharge;
- C. Absence for three (3) consecutive workdays without notification of the reason for the absence to the Hospitals or violation of departmental call-in procedures during such period unless the employee has an explanation satisfactory to the Hospitals for not furnishing such notification;
- D. Absence from work because of layoff for a period equal to the length of an employee's accumulated seniority immediately prior to the date of layoff to a maximum of two (2) years; Employees on layoff who wish to be considered for recall must apprise the Hospitals every three (3) months in writing of their interest to retain their recall rights;
- E. Failure to report for work upon recall from lay-off within ten (10) working days (i.e. excluding Saturdays, Sundays and Holidays) after notice is sent by Registered or Certified Mail to the employee's last address on file with the Hospitals;
- F. Failure to report for work at the termination of a leave of absence or vacation unless the employee has an explanation satisfactory to the Hospitals for such failure to report for work;
- G. Engaging in gainful employment while on an authorized leave of absence unless permission to engage in such employment was granted in advance by the Hospitals in writing.

**Section 30.8 Union Time Off.** Any employee selected as an officer or delegate of the Union shall be allowed time off for the performance of Union duties without loss of seniority rights but without pay upon the agreement of the parties. The Union shall provide a minimum of seven (7) calendar days' notice of any absence requested under this Section 30.8. If the Union business agent provides at least fourteen (14) calendar days of written notice to Human Resources, the Hospitals will provide unpaid time off for stewards for official Union training as follows: up to three (3) stewards at a time and a total of six (6) stewards per year, for up to a total of four days per year per steward, except in the circumstances where granting the time off would cause serious disruption to the Hospitals' operation. The Hospitals will indicate on a form provided by the Union whether the Hospitals approves or disapproves the requested time off, subject to a subsequent emergency, at least ten (10) days prior to the scheduled training.

**Section 30.9 Seniority List.** The Hospitals agree to submit quarterly seniority lists to the Union. In addition, the Hospitals will provide to the Union a quarterly list of temporary employees requested through the Human Resources Employment Office or if said function is transferred, the office assuming said function. The list shall include their date of hire, job classification, department and anticipated date of separation.

**Section 30.10 Shift and Schedule Changes.** In the absence of a sufficient number of qualified volunteers, movement of employees within a department and job classification from one shift to another or to a schedule which includes weekend work in order to assure adequate staffing shall be done in inverse order of seniority, subject to the considerations set forth in Section 30.2. In the event that there are more volunteers than required, then assignments shall be awarded on the basis of seniority.

**Section 30.11 Weekends Off.** If a department has standing schedules that normally include weekends off and do not provide for rotation, the Hospitals will make every reasonable effort to assign employees to such schedules based on seniority.

**Section 30.12 Transfer Between Units.** The parties agree that the following provisions shall become applicable: Employees transferring from Service and Maintenance Unit to the Clerical Unit or from the Clerical Unit to the Service and Maintenance Unit, shall, upon completion of the qualifying period, have their new bargaining unit seniority date adjusted and established as of the effective of the date of the transfer. Employees transferring between units shall be subject to a 90 day qualifying period as provided in the applicable provisions of the Agreement. Employees who subsequently return to their former unit shall be credited with their previously accumulated seniority in that unit. Employees shall retain their original "service" date. Rates of pay for

**S & M EMPLOYEES ONLY**

employees transferring between units shall be consistent with the provisions of Article 19, Hours of Pay, Section 19.5, Hiring Rates.

**ARTICLE 31 - AUTHORIZED HOSPITAL HOLIDAYS**

**Section 31.1 Holiday Pay.** A regular, full-time employee shall be paid for authorized Hospitals holidays at his or her basic straight-time hourly rate for the number of hours usually worked on a regularly scheduled full workday.

A regular, part-time employee as defined in Article 16, shall be paid for authorized Hospitals holidays at his or her basic straight-time hourly rate for the equivalent in hours of an average workday, to be determined by dividing the regularly scheduled workweek hours by five (5).

An employee who is engaged on a temporary basis or who is hired to work irregular hours without a fixed standard workweek, shall not be paid for authorized Hospitals holidays regardless of the number of hours worked per week. Relief employees who work on authorized holidays shall be paid 1 ½ times their regular rate of pay for work performed on a Hospitals holiday. An employee on layoff status or on leave of absence shall not be considered eligible for holiday pay. Relief employees who are not called in to work on a holiday will still be guaranteed forty (40) hours of work or pay per pay period, in accordance with Article 29, Section 29.1. Holiday pay will be paid when the majority of hours worked fall on the holiday.

**Section 31.2 Authorized Holidays.** The authorized Hospitals holidays consist of six (6) regular holidays, a special Martin Luther King Day, three (3) personal holidays in accordance with Section 31.8 of this Agreement and the employee's birthday. The six (6) regular holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Whenever any of the regular holidays falls on Saturday, the preceding Friday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Saturdays. Whenever a holiday falls on Sunday, the following Monday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Sundays.

**Section 31.3 Employee's Birthday.** If the employee's birthday falls on a holiday or Martin Luther King day, the employee shall receive another day off with pay. If the employee's birthday falls during his or her vacation, a day off will be added at the beginning or ending of the vacation period; if the birthday is a scheduled day off, the employee has the option of an alternate paid day off or straight-time pay.

**Section 31.4 Compensation for Holiday Worked.** An employee who is required to work on a regular Hospitals holiday, the employee's birthday or the Martin Luther King Day (except as provided in Section 31.8), if the majority of hours worked fall on the holiday shall be compensated therefore at two and one-half (2 ½) times his or her basic straight-time hourly rate. When the holiday falls on an employee's regularly scheduled day off, he or she shall receive an additional eight (8) hours of pay at his or her basic straight-time hourly rate during the week in which the holiday occurs. When the holiday falls on an employee's regularly scheduled day off and the employee is required to work, he or she shall be compensated therefore at three (3) times his or her basic straight-time hourly rate for three (3) hours or the hours actually worked, whichever is the greater.

**Section 31.5 Holiday Absences.** If an employee is absent from work on a scheduled working day preceding or following any authorized holiday, or on the holiday itself, the employee shall not receive pay for such holiday unless the absence shall have been previously authorized or subsequently approved by the department head. A bona fide illness is excusable.

**Section 31.6 Computing Toward Overtime.** For the eleven (11) authorized Hospitals holidays on which payment is regularly allowed an employee at the straight-time hourly rate for the normal workday, such hours off work shall be considered as time worked in computing overtime premium due for the work week.



**S & M EMPLOYEES ONLY**

**Section 31.7 Personal Holidays and MLK Day.** Any employee who wishes a personal holiday in place of the Martin Luther King Day as a holiday shall notify his or her supervisor in writing using a request form provided by the Hospitals at least five (5) working days in advance of the holiday. Where such requests are received, the personal holiday will be granted to the employee as provided in Section 31.8 of this Article.

**Section 31.8 Personal Holidays.** In addition to the six (6) regular Hospitals holidays, the employee's birthday and the King holiday, each employee who has completed the probationary period shall accrue personal holidays in each calendar year as follows:

- A. On January 1 of each calendar year, if the employee has so indicated, as described in Section 31.7, one (1) personal holiday.
- B. On July 1 of each calendar year, one (1) personal holiday.
- C. On September 1 of each calendar year, one (1) personal holiday.
- D. An employee who elects not to use his or her personal holiday before he or she accrues eligibility for the second personal holiday may utilize his or her holidays later in the calendar year provided his or her absence will not unduly hamper department operations.
- E. In the event of extended leave of absence or other unpaid absence, the following reduction of personal holidays will be made: Absence of six (6) months but less than ten (10) months will result in loss of one (1) personal holiday. Absence of ten (10) months or more will result in loss of two (2) personal holidays.

A new employee who completes his or her probationary period prior to July 1 shall accrue one (1) personal holiday on July 1 and a second personal holiday on September 1. A new employee who completes his or her probationary period prior to September 1 shall receive one (1) personal holiday during the remainder of that year.

In addition to the foregoing, each employee shall accrue one (1) additional personal holiday on January 1 of each year. Employees desiring to take this personal holiday on Martin Luther King's birthday must notify their supervisor of their desires not later than fourteen (14) calendar days prior thereto.

An employee desiring a certain day as a personal holiday shall notify his or her supervisor of the day(s) he or she desires by requesting the day(s) in writing, on a form provided by the Hospitals, at least ten (10) working days in advance of the desired day(s). The supervisor will indicate approval or rejection of the request within five (5) working days following receipt of the request. If the supervisor disapproves the request, the reason(s) for the disapproval shall be provided to the employee in writing. If the decision of the supervisor to disapprove the request for the personal holiday is arbitrary or capricious, the decision shall be subject to the grievance procedure.

An employee who has one (1) or more personal holidays accrued may, subject to department approval, use the day(s) as emergency day(s) of personal leave when circumstances justify such use. When an employee wishes to make such use of the day(s), he or she must notify the department as soon as possible and specify the reason for the request.

It shall be each employee's responsibility to request personal holidays each year, observing the rules of the department. Failure to use holidays shall not entitle an employee to "carry over" the holidays into the next calendar year nor entitle the employee to extra payment in lieu of the holiday(s).

If, due to emergency reasons, a department must ask an employee to forego any of his or her scheduled personal holidays within one (1) work week of the scheduled day, the employee shall be paid time and one-half for hours worked on that day and the holiday shall be rescheduled. If the holiday cannot be rescheduled during that calendar year, the employee is entitled to an extra day's pay, hours thus paid for do not count as hours worked.

**S & M EMPLOYEES ONLY**

Employees who have accrued unused personal holidays shall be paid for such holidays at their straight-time hourly rate of pay if the employee terminates for any reason.

**ARTICLE 32 - VACATIONS WITH PAY**

**Section 32.1 Vacation Accrual Eligibility.** Regular employees who are scheduled to work 20 or more hours per week begin accruing vacation hours immediately upon hire or change in status. Employees regularly scheduled to work less than 20 hours per week are ineligible for vacation benefits.

An employee who is engaged on a temporary basis or who is hired to work irregular hours without a fixed standard work week, excluding employees hired to provide relief in the Food and Nutrition Services Department, shall not be eligible for vacation with pay regardless of the number of hours actually worked per week.

**Section 32.2 Vacation Accrual.** Annual vacation of eligible employees shall accrue on a biweekly basis at the rate of one-twenty-sixth (1/26) of the total annual hours of vacation due the employee for each completed pay period of employment, provided that employees may not accrue more than one and one-half (1 1/2) times the total hours of an annual vacation. No vacation shall accrue for any pay period during which the employee is in out-of-pay status, Accident and Sickness, or on leave of absence for the full pay period.

Vacation will accrue during any absence brought about because of occupational injury or illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Workmen's Compensation Act or the Occupational Diseases Act.

Employees hired on or after February 24, 1997 shall accrue vacation at the rate of two (2) standard workweeks per year for the first five (5) years of continuous service. Upon completion of five (5) years of service vacation shall accrue thereafter at the rate of three (3) standard workweeks per year through the tenth (10) year of continuous service. Upon completion of ten (10) years of continuous service vacation shall accrue thereafter at the rate of four (4) standard workweeks per year. Employees hired prior to February 24, 1997 shall accrue vacation at the rate of three (3) standard workweeks per year for the first seven (7) years of continuous service. Upon completion of seven (7) years of service vacation shall accrue thereafter at the rate of four (4) standard workweeks per year through the nineteenth (19) year of continuous service. Upon completion of nineteen (19) years of continuous service vacation shall accrue thereafter at the rate of five (5) standard workweeks per year. Authorized absences caused by illness or injury and leaves of absence shall not interrupt continuous service for purposes of computing the employee's years of service.

**Section 32.3 Vacation Scheduling.** Annual vacation shall be granted at the time of year selected by the employee, provided, however, that in scheduling vacations to fit the needs of both the employees and the Hospitals no employee shall be deprived of his or her full annual vacation except as provided in Section 32.4 of this Article. Each employee's vacation schedule will be established at least forty-five (45) days in advance by the Hospitals, provided the employee has submitted his or her vacation preference to the supervisor no less than sixty (60) days before the beginning date of the requested vacation. Management will respond in writing to the vacation request no less than forty-five (45) days from the beginning of the requested vacation as to whether the request has been granted or denied. After an employee's vacation period has been established, no change will be made with less than forty-five (45) day's notice without the employee's consent, except in case of emergency. When employee vacation requests conflict, choice of vacation shall be given the employees in each department/unit according to bargaining unit seniority. Employees may exercise seniority for a single vacation request of one or more consecutive weeks per calendar year. Seniority may not be used to displace another employee from the vacation schedule once the schedule has been set.

**Section 32.4 Emergency Cancellation of Vacation.** The Hospitals may, in emergencies, request an employee to forego all or any part of vacation, but in all such cases the Hospitals shall pay the employee the vacation allowance in addition to the standard compensation earned by working during said vacation period. After an employee's vacation has begun, the Hospitals will pay one and one-half (1 1/2) times the basic straight-time hourly



#### **S & M EMPLOYEES ONLY**

rate for the hours worked, plus vacation pay. The Hospitals shall not request an employee to forego all or any part of vacation for two (2) successive years.

**Section 32.5 Holiday or Birthday During Vacation.** When an authorized Hospital holiday falls within an eligible employee's vacation period, vacation shall be extended by the number of hours of paid holiday allowance to which the employee is entitled for that holiday.

**Section 32.6 Vacation Pay.** Compensation during paid vacations shall be at the employee's basic straight time hourly rate. Vacation hours in a work week will not be counted in computing overtime hours for that work week.

**Section 32.7 Pay Upon Separation.** Eligible employees, who resign, who are laid off, or who are involuntary discharged shall be paid for accrued vacation and personal holiday hours by the next scheduled payday.

**Section 32.8 Sick Leave During Vacation.** If paid sick leave occurs prior to and extends into a scheduled vacation, the employee may request that the vacation be postponed to some other period during the year.

If an employee is admitted as a hospital inpatient due to an emergency illness or accident after the vacation has started, the period of hospitalization and recovery may, at the employee's request, with appropriate documentation, be taken as sick leave and the remaining vacation time rescheduled.

In both cases the rescheduling of vacation, subject to Section 32.4 of this Agreement, will depend on the unit/department's ability to do so without disruption of services.

**Section 32.9 Vacation Advance.** An employee may receive accrued vacation pay in advance by notice to his or her supervisor at least two weeks prior to the beginning of his or her vacation. Advance vacation pay shall be in weekly increments only and received on the last scheduled workday prior to vacation.

#### **ARTICLE 33 - WAGES**

- Effective the first full pay period following ratification of this Agreement, the rates shown on Schedule D of the previous agreement shall be increased by three percent (3%) retroactive to the first full pay period of October 2003.
- Effective the first full pay period of July 2004, the October 2003 rates shall be increased by three percent (3%).
- Effective the first full pay period of July 2005, the July 2004 rates shall be increased by three percent (3%).
- Effective upon ratification of this Agreement, there will be a new Grade 9 added to the S&M wage schedule at the 2004 Shuttle Bus Driver rates.
- Effective the first full pay period of April 2004, a new Step 6 will be added to the S&M wage schedule that is 2% above the current Step 5 rate. Movement to Step 6 requires employee to have been at Step 5 for at least one (1) year.
- Effective July 1, 2006, a new Step 7 will be added to the S&M wage schedule at 1% above the Step 6 rate. Movement to Step 7 requires employee to have been at Step 6 for at least one (1) year.
- An employee moving to a lower service grade due to bidding or a reduction in force shall go to the same Step on the lower service grade. An employee paid over scale shall retain any extra cents per hour above

#### **S & M EMPLOYEES ONLY**

the Step 5 rate for the lower service grade. Absence due to on-the-job compensable injury shall not be used as a basis for delaying implementation of automatic step increases as set forth in the wage schedules.

- Effective the first full pay period following ratification of this Agreement, Housekeeping Assistant III's who transport bio-hazardous waste to the dock as part of their regular schedule will be upgraded to Housekeeping Assistant IV, Grade 8.

#### **ARTICLE 34 - NEW OR CHANGED CLASSIFICATIONS**

**Section 34.1 New or Changed Classifications.** If during the term of this Agreement new job classifications are established within the bargaining unit or the duties of an existing job classification are substantially changed, the Union will be notified as soon as possible. The Hospitals may install a rate of pay for such new or changed classifications and agree to negotiate promptly with the Union concerning the appropriateness of the established rate. Should the Hospitals and the Union agree to a rate higher than the rate originally determined by the Hospitals, such rate shall be retroactive to the time the new classification was established or the old classification changed. If no agreement is reached concerning appropriate rates of pay, the Union may make use of the arbitration procedure provided in Article 6 of this Agreement.

In the event a new classification is established within the bargaining unit, placement shall be made in accordance with Article 30.2 with a preference to employees who ordinarily and customarily perform such work or may become qualified to do so after a reasonable period of training. Employees, once successfully trained, shall be given a reasonable time, not to exceed 90 days unless extended by mutual agreement, to demonstrate that they possess the skill, ability and qualifications to perform the work to the satisfaction of the Hospitals in order to be retained in the new classification. Employees who are unable to satisfactorily perform the work or those who elect to be replaced within 30 calendar days following placement in the new classification shall be returned to their former position, provided it exists, or shall be placed in accordance with Article 30.3.

Nothing contained herein is intended to limit the Hospitals right to establish minimum qualifications for inclusion in training opportunities nor for establishing the qualifications, requisite skills and ability required to perform in a new classification. The Hospitals will provide the Union with all bargaining unit job descriptions within thirty (30) days of ratification of this Agreement. When the Hospitals revises job descriptions, it will send a hard copy of the revised job description to the Union Business Agent and a copy to the stewards via email.

#### **ARTICLE 35 - RELIEF EMPLOYEES**

**Section 35.1 Relief Employees Defined.** Employees hired in The Food and Nutrition Services Department to fill both scheduled and unscheduled staffing needs due to short shift needs or to cover absences of employees assigned regular schedules shall be considered relief employees. The Hospital will utilize regular part-time employees to fill absences resulting from scheduled absences, provided however, the Hospital shall not be required to utilize regular part-time employees where it would result in overtime costs or in cases of emergency. These employees will be allowed to work irregular hours and shifts without a fixed standard workweek, and will have flexible workdays and starting times. Such employees will be guaranteed forty (40) hours of work each pay period. This guarantee will not be reduced unless an employee fails, refuses or is unavailable for work after being given two or more hours notice. Such a reduction will be equivalent to the number of hours an employee stood to work. The foregoing notwithstanding, Relief employees may have their guaranteed hours of work reduced as provided in Article 35, Section 35.4 of this Agreement.

**Section 35.2 Full-Time Status Defined.** Relief employees who work at least twenty (20) hours but less than thirty-five (35) in a workweek, shall be considered part-time relief employees. Relief employees who work an average of thirty-five (35) or more hours per week for fourteen (14) consecutive weeks will be considered full-time relief employees for purposes of Article 18. Relief employees who have been eligible for full time benefits as provided in the preceding sentence and whose hours average less than thirty-five (35) or more hours per week for fourteen (14) consecutive weeks will have their status for purposes of Article 18 returned to part-time

#### S & M EMPLOYEES ONLY

eligibility. This provision shall not be construed as a guarantee of greater than forty (40) hours of work each pay period regardless of designation of full-time or part-time relief status.

**Section 35.3 Full-Time Employee Preference.** The parties agree that whenever possible the Hospitals will attempt to afford fulltime unit employees with available hours of work. Accordingly, to allow maximum utilization of full-time bargaining unit employees, the Union agrees that the Hospitals will have the right to assign full-time unit employees to job assignments other than their regular assignment within their same, higher, or lower, pay grade classifications as necessary, to match full-time unit employees with work available within the Food and Nutritional Services Department. Section 19.6 B shall be applicable to assignments made under this Section. When utilizing flexibility to assign employees as afforded in this paragraph, the Hospitals shall only assign said employees during the employee's scheduled hours of work.

**Section 35.4. Relief Worker Limitations.** At no time during the term of this Agreement shall the percentage of full time and part-time Relief employees exceed twenty five percent (25%) of the total complement of Food Service Department's regular full time and part-time employees. In the event of a reduction in force, the Hospitals shall attempt to maximize work and job opportunities by its regular full time and part-time employees by reducing the guaranteed hours of work to Relief employees as covered by Article 35, Section 35.1 and Section 35.2 of this Agreement.

#### ARTICLE 36- SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall in no event be affected thereby. In the event that any Article or Section is specifically declared invalid by a tribunal of competent jurisdiction, then, upon request by either the Hospitals or the Union, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### ARTICLE 37- TERMINATION OF AGREEMENT

**Section 37.1 Termination.** This Agreement shall be effective and shall continue in effect until July 10, 2006. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing by Registered Mail at least ninety (90) days prior to the expiration date that it desires to modify, amend or terminate this Agreement. Negotiations on proposed changes or amendments to the terms of this Agreement, specified in such notice, shall begin not later than thirty (30) days prior to the expiration date of such period and shall continue until an Agreement is reached, or until this Agreement has been terminated on ten (10) days notice by either party as hereinafter set forth.

**Section 37.2 Severability.** Various proposals were made and withdrawn by the parties, in an attempt to resolve a variety of matters during the course of the negotiations. It is understood that the withdrawal of such proposals was done without prejudice to either parties' position, and will not be cited by either party in any dispute.

**Section 37.3 Complete Agreement.** This Agreement constitutes the entire Agreement between the parties and cancels all previous commitments or agreements, oral or written. Both parties acknowledge that during negotiations each had the opportunity to present proposals on any subject not prohibited by law. Therefore, each party waives the right and agrees that the other is not obligated to bargain on any subject covered or not covered by this Agreement, except as specifically provided therein, and that this Agreement concludes collective bargaining for its term.

#### ARTICLE 38- NOTICE

Whenever it shall become necessary or desirable for either party to serve any notice upon the other, such notice shall be in writing and served personally or sent by Registered United States Mail, postage prepaid, addressed to: The University of Chicago Hospitals, attention of the Vice President, Human Resources, 5841 South Maryland Avenue, M118, Chicago, Illinois 60637, and to Local Union 743, I.B.T., 4620 S. Tripp, Chicago, Illinois 60632.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 30<sup>th</sup> day of July 2004.

THE UNIVERSITY OF CHICAGO HOSPITALS:

*Paula J. Lewis*  
*John E. Elmer*  
*Gayle Wilkerson*

*Theresa Byrnes*  
*Alfred*

THE HEALTHCARE, PROFESSIONAL, TECHNICAL, OFFICE, WAREHOUSE AND MAIL ORDER EMPLOYEES UNION, LOCAL 743, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

*Robert Walston*  
*Michael J. Williams*  
*Barbara Jennings*  
*Evangelia R. Higgins*  
*Betty A. Williams*  
*Cybil Anglin Duggs*  
*Kevin H. Anderson*  
*Debra McEla*  
*Mona L. Freeman*

*James P. Duggs*  
*Marion R. Duggs*  
*Jim E. Duggs*  
*Sharon Duggs*  
*Dorothy A. Duggs*

JOINT AGREEMENT

This Joint Agreement is made and entered into by and between THE UNIVERSITY OF CHICAGO (the "University"), THE UNIVERSITY OF CHICAGO HOSPITALS (the "Hospital") and WAREHOUSE, MAIL ORDER, OFFICE, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION LOCAL 743, I.B.T. (the "Union").

RECITALS

The University and the Union are parties signatory to a collective bargaining agreement dated July 12, 1987 covering clerical ("clerical") employees and service and maintenance ("S & M") employees of the University ("the University Agreement"), and the Hospital and the Union are parties signatory to a collective bargaining agreement of the same date covering clerical and S & M employees working for the Hospital (the "Hospital Agreement"). Prior to July 12, 1987, clerical employees of both the University and the Hospital had been covered by a succession of agreements executed by the University and the Hospital Employees Labor Program of Metropolitan Chicago (H.E.L.P.) which had in fact been negotiated, administered and enforced exclusively by the Union; and S & M employees of both the University and the Hospital had been covered by a succession of agreements executed by the University and the Union. The parties mutually desire to set forth their agreement with regard to: (a) certain conditions and understandings attending the University Agreement and the Hospital Agreement; (b) providing, maintaining and continuing the application of certain transfer rights and seniority benefits for bargaining unit employees moving between the University and the Hospital; and (c) recognizing that the Union has been and continues to be the exclusive bargaining representative of the employees in the negotiation, administration and enforcement of the Agreements referred to herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties recognize and understand that, by entering into separate collective bargaining agreements with the University and the Hospital, the Union has not and does not waive any claim that the University and the Hospital are joint employers and/or that they jointly constitute a single employer within the meaning of the National Labor Relations Act as amended. Similarly, by entering into collective bargaining agreements covering clerical as well as S & M employees, neither the University nor the Hospital have waived any claim that their respective complements of clerical and S & M employees constitute separate and distinct appropriate bargaining units within the meaning of the National Labor Relations Act, as amended. Accordingly, it is expressly understood and agreed that, upon expiration of the July 12, 1987 University and Hospital Agreements, nothing contained in this Joint Agreement or in any other agreement between the parties shall be deemed to prevent or stop (a) the Union from demanding that the University and the Hospital enter into one collective bargaining agreement applicable to all clerical and S & M employees, and/or (b) the University and the Hospital (or either or them) from demanding that the Union enter into separate collective bargaining agreements applicable to their separate, respective complements of clerical employees and S & M employees.

2. In the event of a reduction in force within the clerical work forces covered by the University and/or Hospital Agreements, clerical employees with seniority dating to on or before November 20, 1987 who, at any step of the layoff procedure provided by their "home" Agreement, have exhausted all employment opportunities in all clerical job classifications within a salary grade, may elect to be, placed in a vacant position within a salary grade, may elect to be placed in a vacant position within the same salary grade and occupational group covered by the other Agreement and, if no such vacancy exists, to be considered for other vacant positions within the same salary grade covered by the other Agreement which they are qualified to perform subject to the applicable seniority and ability conditions contained in the other Agreement. Once such an employee has exhausted all employment opportunities in all clerical job classifications falling within his or her occupational group in salary grades two (2) or more salary grades below his or her regular salary grade, he or she shall be allowed to exercise seniority to pursue employment opportunities

in those clerical job classifications falling within his or her occupational group in salary grades two (2) or more below his occupational regular salary grade, under the applicable reduction in force provisions of the other Agreement. In the application of the foregoing, clerical employees shall be credited with all seniority accrued under their "home" Agreement when pursuing employment opportunities under the applicable reduction in force provisions of the Agreement and, once placed into a position and having completed their qualification period under such other Agreement, they shall be regarded as if they had worked exclusively under such other Agreement since the inception of their employment.

3. University and Hospital clerical employees with seniority dating to on or before November 20, 1987 shall be eligible to bid upon vacant clerical job positions posted in accordance with the other Agreement and shall be considered for those of such positions which cannot be filled by qualified bidders working under the Agreement which covers the vacant position. In the application of the foregoing, clerical employees shall be credited with all seniority accrued under their "home" Agreement when pursuing employment opportunities under the job bidding provisions of the other Agreement and, once placed into a position under such other Agreement and having completed their qualification period, they shall be regarded as if they had worked exclusively under such other Agreement since the inception of their employment.

4. In the event of a reduction in force within the S & M work forces covered by the University and/or Hospital Agreements, S & M employees with seniority dating to on or before November 20, 1987 who, at any Step of the layoff procedure provided by their "home" Agreement, have exhausted all employment opportunities in all S & M job classifications within a salary grade, may elect to be placed in a vacant position within the same salary grade and occupational group covered by the other Agreement and, if no such vacancy exists, to be considered for other vacant positions within the same salary grade covered by the other Agreement which they are qualified to perform subject to the applicable seniority and ability conditions contained in the other Agreement. Once such an employee has exhausted all employment opportunities in all S & M job classifications two (2) salary grades below his or her regular salary grade, he or she shall be allowed to exercise seniority to pursue employment opportunities in those S & M job classifications falling within his or her occupational group in salary grades two (2) or more below his or her regular salary grade, under the applicable reduction in force provisions of the other Agreement. In the application of the foregoing, S & M employees shall be credited with all seniority accrued under their "home" Agreement when pursuing employment opportunities under the applicable reduction in force provisions of the other Agreement and, once placed into a position under such other Agreement and having completed their qualification period, they shall be regarded as if they had worked exclusively under such other Agreement since the inception of their employment.

5. University and Hospital S & M employees with seniority dating to on or before November 20, 1987 shall be eligible to bid for vacant S & M job positions posted in accordance with the other Agreement and shall be considered for those of such positions which cannot be filled by qualified bidders working under the Agreement which covers the vacant position. In the application of the foregoing, S & M employees shall be credited with all seniority accrued under their "home" Agreement when pursuing employment opportunities under the job bidding provisions of the other Agreement and, once placed into a position under such other Agreement and having completed their qualification period, they shall be regarded as if they had worked exclusively under such other Agreement since the inception of their employment.

6. The Agreement covering the position into which the employee is placed by virtue of the foregoing shall become the employee's "home" Agreement once the employee has completed his or her qualification period.

7. Grievances involving the alleged violation of the provisions of this Joint Agreement arising out of or relating to the refusal or failure to place an employee into a position outside his or her "home" Agreement shall be subject to and handled in accordance with the grievance and arbitration procedures contained in either the University Agreement or the Hospital Agreement, depending upon which Agreement covers the position denied to the employee.

Executed this 13th day of January, 1988.

THE UNIVERSITY OF CHICAGO  
HOSPITALS  
By: (s) J. R. Johnson

THE UNIVERSITY OF CHICAGO  
By: (s) Eugene P. O'Brien

WAREHOUSE, MAIL ORDER, OFFICE,  
TECHNICAL AND PROFESSIONAL EMPLOYEES' UNION LOCAL 743, I.B.T.

By: (s) Donald Peters

# CLERICAL WAGE SCALES

Schedule A: Effective October 12, 2003

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Max
4	8.80	9.00	9.18	9.43	9.72	10.01	10.28	10.57	10.84	11.12	13.01
5	9.45	9.50	9.73	10.03	10.33	10.64	10.94	11.25	11.55	11.86	13.86
6	10.08	10.23	10.41	10.72	11.04	11.37	11.68	12.04	12.37	12.73	14.80
7	10.74	10.91	11.07	11.39	11.73	12.08	12.42	12.81	13.19	13.58	16.02
8	11.40	11.58	11.79	12.10	12.48	12.85	13.31	13.74	14.14	14.56	17.15
9	12.15	12.30	12.61	13.00	13.42	13.85	14.30	14.69	15.14	15.59	18.38
10	13.04	13.20	13.43	13.89	14.37	14.82	15.28	15.73	16.17	16.69	19.86
11	13.75	14.01	14.29	14.76	15.23	15.76	16.20	16.74	17.23	17.70	20.88
CDA	22.44	23.28	24.12	24.95	25.80	26.64	27.48	28.32	29.16	30.00	36.85

Schedule B: Effective July 4, 2004

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Max
4	9.15	9.30	9.40	9.72	10.01	10.31	10.57	10.85	11.10	11.40	13.40
5	9.73	9.88	10.03	10.33	10.64	10.94	11.27	11.59	11.89	12.23	14.38
6	10.39	10.55	10.73	11.04	11.37	11.71	12.01	12.40	12.74	13.11	15.43
7	11.07	11.23	11.40	11.73	12.13	12.46	12.79	13.20	13.59	13.98	16.50
8	11.74	11.80	12.14	12.50	12.87	13.31	13.71	14.15	14.57	15.00	17.85
9	12.52	12.70	12.80	13.42	13.82	14.27	14.73	15.19	15.60	16.06	18.92
10	13.43	13.60	13.83	14.31	14.80	15.27	15.72	16.20	16.65	17.19	20.25
11	14.18	14.45	14.71	15.20	15.68	16.22	16.69	17.24	17.75	18.23	21.50
CDA	23.11	23.96	24.81	25.71	26.57	27.44	28.30	29.17	30.03	30.90	37.76

Schedule C: Effective July 3, 2005

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Max
4	9.43	9.53	9.71	10.01	10.32	10.62	10.88	11.21	11.50	11.80	13.50
5	10.00	10.17	10.33	10.64	10.95	11.29	11.60	11.95	12.25	12.60	14.81
6	10.70	10.85	11.05	11.38	11.71	12.05	12.37	12.77	13.12	13.51	15.69
7	11.40	11.57	11.75	12.09	12.40	12.80	13.18	13.59	14.00	14.40	16.89
8	12.10	12.28	12.50	12.87	13.26	13.71	14.12	14.58	15.05	15.46	18.19
9	12.89	13.15	13.37	13.82	14.24	14.70	15.17	15.59	16.06	16.54	19.49
10	13.83	14.01	14.25	14.74	15.24	15.72	16.19	16.69	17.16	17.70	20.89
11	14.59	14.86	15.16	15.66	16.13	16.71	17.19	17.76	18.29	18.77	22.15
CDA	23.81	24.70	25.59	26.48	27.37	28.26	29.15	30.04	30.94	31.83	32.73

# SERVICE & MAINTENANCE WAGE SCALES

Schedule A: Effective October 12, 2003

	Hire	3 Mos	1 Year	2 Years	3 Years	4 Years
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.21	11.65	11.70	11.88	12.15	12.40
2	11.26	11.71	11.81	11.93	12.21	12.45
3	11.37	11.81	11.93	12.04	12.32	12.57
4	11.48	11.93	12.04	12.15	12.43	12.68
5	11.55	12.09	12.21	12.32	12.60	12.85
6	11.81	12.27	12.37	12.48	12.86	13.13
7	11.93	12.37	12.48	12.60	12.94	13.20
8	12.04	12.56	12.71	12.86	13.21	13.48
9	12.55	13.04	13.21	13.43	14.10	14.38

Schedule B: Effective July 4, 2004

	Hire	3 Mos	1 Year	2 Years	3 Years	4 Years
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.54	12.00	12.12	12.23	12.52	12.77
2	11.80	12.08	12.17	12.29	12.57	12.82
3	11.71	12.17	12.29	12.40	12.69	12.94
4	11.83	12.28	12.40	12.52	12.81	13.06
5	12.00	12.45	12.57	12.69	12.97	13.23
6	12.17	12.64	12.74	12.86	13.26	13.53
7	12.29	12.74	12.86	12.97	13.32	13.59
8	12.40	12.92	13.09	13.26	13.61	13.88
9	12.82	13.43	13.61	13.83	14.52	14.81

Schedule C: Steps 1-6 Effective July 3, 2005  
Step 7 \*Effective July 1, 2006

	Hire	3 Mos	1 Year	2 Years	3 Years	4 Years	5 Years
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	11.89	12.36	12.48	12.60	12.89	13.15	13.28
2	11.94	12.42	12.53	12.65	12.95	13.21	13.34
3	12.06	12.53	12.65	12.77	13.07	13.33	13.46
4	12.18	12.65	12.77	12.89	13.19	13.45	13.58
5	12.38	12.83	12.95	13.07	13.36	13.63	13.77
6	12.53	13.01	13.12	13.24	13.68	13.93	14.07
7	12.65	13.12	13.24	13.36	13.72	14.00	14.14
8	12.77	13.31	13.48	13.58	14.02	14.30	14.44
9	13.31	13.83	14.02	14.25	14.96	15.26	15.41

**JOB CLASS - Sorted by TITLE**

UNION CODE	JOB CLASS	Occupational Group	TITLE	GRADE
Clerical	4084	Patient Contact Rep	APPOINTMENT COORDINATOR	8
Clerical	4004	Insurance	ASST FINANCIAL REPRESENTATIVE	11
S&M	9010	Food Service	BAKER	8
Clerical	4202	Insurance	BILLER	9
Clerical	4205	Insurance	BILLER, SR.	10
Clerical	4090	Typist	BIRTH CERTIFICATE REGISTRAR	8
Clerical	4185	Financial	BOOKKEEPING/ACCOUNTING CLERK, SR.	8
Clerical	3233	File/Records	BURN REGISTRAR	11
S&M	9052	Supply Proc/Dist	CENTRAL STERILE SUPPLY DISPATCHER II	7
Clerical	4056	Messenger	CLERK MESSENGER COORDINATOR	8
Clerical	4051	Messenger	CLERK MESSENGER I	4
Clerical	4052	Messenger	CLERK MESSENGER II	5
Clerical	4053	Messenger	CLERK MESSENGER III	8
Clerical	4055	Messenger	CLERK MESSENGER, SR.	7
Clerical	4061	Typist	CLERK TYPIST I	6
Clerical	4062	Typist	CLERK TYPIST II	7
Clerical	4271	Patient Contact Rep	CLINIC COORDINATOR	10
Clerical	4275	Patient Contact Rep	CLINIC COORDINATOR, SR.	11
S&M	9010	Food Service	COOK	8
Clerical	4021	Data Processing	DATA CONTROL CLERK I	6
Clerical	4022	Data Processing	DATA CONTROL CLERK II	7
Clerical	4025	Data Processing	DATA CONTROL CLERK, SR.	8
Clerical	4011	Data Processing	DATA ENTRY CLERK I	8
Clerical	4012	Data Processing	DATA ENTRY CLERK II	7
Clerical	4281	Patient Contact Rep	EMERGENCY ROOM COORDINATOR	10
Clerical	4106	File/Records	FILM CLERK COORDINATOR	8
Clerical	4007	Financial	FINANCIAL COORDINATOR	11
Clerical	4195	Insurance	FISCAL ASSISTANT	11
S&M	9019	Food Service	FOOD SERVICE RELIEF WORKER	7
S&M	9015	Food Service	FOOD SERVICE WORKER	7
S&M	9021	Housekeeping	HOUSEKEEPING ASSISTANT I	1
S&M	9022	Housekeeping	HOUSEKEEPING ASSISTANT II	4
S&M	9023	Housekeeping	HOUSEKEEPING ASSISTANT III	7
S&M	9024	Housekeeping	HOUSEKEEPING ASSISTANT IV	8
Clerical	4404	Communications	LEAD UCA/MENT COMMUNICATION SPECIALIST	11
S&M	9073	Supply Proc/Dist	LIFT TECHNICIAN/TRANSPORTER	7
S&M	9026	Linen Services	LINEN SPECIALIST	8
Clerical	4072	Patient Contact Rep	LOUNGE COORDINATOR	8
Clerical	4008	File/Records	MEDICAL RECORDS CODER	CDA
Clerical	4093	File/Records	MEDICAL RECORDS TECHNICIAN I	7
Clerical	4094	File/Records	MEDICAL RECORDS TECHNICIAN II	8
Clerical	4095	File/Records	MEDICAL RECORDS TECHNICIAN III	9
Clerical	4111	Typist	MEDICAL TRANSCRIBER	10
Clerical	4118	Typist	MEDICAL TRANSCRIBER, SR.	11
S&M	9032	Nursing	NURSING ASSISTANT	4
S&M	9034	Nursing	NURSING ASSISTANT, SR.	7
S&M	9076	Nursing	NURSING SUPPORT ASSISTANT	7
Clerical	4088	Patient Contact Rep	OPERATING ROOM SCHEDULER	9
Clerical	4255	Insurance	OUTPATIENT REPRESENTATIVE	11
Clerical	4301	Insurance	PATIENT BUSINESS SERVICE REPRESENTATIVE	10

Clerical	4292	Insurance	PATIENT CASE SPECIALIST	11
S&M	9078	Nursing	PATIENT SERVICE ASSISTANT	8
Clerical	4463	Patient Contact Rep	PATIENT SERVICE COORDINATOR	10
S&M	9071	Supply Proc/Dist	PATIENT TRANSPORTATION ATTENDANT I	4
S&M	9072	Supply Proc/Dist	PATIENT TRANSPORTATION ATTENDANT II	8
Clerical	4222	Financial	PAYROLL CLERK	8
Clerical	4227	Financial	PAYROLL COORDINATOR, SR.	11
Clerical	4008	Stock	PHARMACY TECHNICIAN	10
Clerical	4131	Editorial	PROJECT ASSISTANT I	8
Clerical	4132	Editorial	PROJECT ASSISTANT II	8
Clerical	4133	Editorial	PROJECT ASSISTANT III	10
Clerical	4223	Financial	PURCHASING/INVOICE & PAYROLL CLERK	8
Clerical	4212	Financial	PURCHASING/INVOICE CLERK	7
Clerical	4215	Financial	PURCHASING/INVOICE CLERK, SR.	9
Clerical	4181	Insurance	RECEIVABLES CLERK	10
Clerical	4186	Insurance	RECEIVABLES CLERK, SR.	11
Clerical	4281	Public Rep	RECEPTIONIST I	5
Clerical	4262	Public Rep	RECEPTIONIST II	6
Clerical	4263	Public Rep	RECEPTIONIST III	7
Clerical	4031	File/Records	RECORDS CLERK I	4
Clerical	4032	File/Records	RECORDS CLERK II	5
Clerical	4036	File/Records	RECORDS COORDINATOR I	8
Clerical	4037	File/Records	RECORDS COORDINATOR II	7
Clerical	4038	File/Records	RECORDS COORDINATOR III	8
Clerical	4291	Insurance	REGISTRATION REPRESENTATIVE, CHIEF	10
Clerical	4206	Insurance	REVENUE COORDINATOR	11
Clerical	4121	Secretary	SECRETARY I	7
Clerical	4122	Secretary	SECRETARY II	8
Clerical	4123	Secretary	SECRETARY III	9
Clerical	4124	Secretary	SECRETARY IV	10
Clerical	4180	Financial	SENIOR ACCOUNTS RECEIVABLES CLERK	10
S&M	9040	Vehicle Transport	SHUTTLE BUS DRIVER/AUTO ATTENDANT	9
Clerical	9078	Nursing	STERILE PROCESSING TECHNICIAN I	8
Clerical	9077	Nursing	STERILE PROCESSING TECHNICIAN II	9
Clerical	4061	Stock	STOCK CLERK	7
Clerical	4064	Stock	STOCK CLERK, SR.	10
S&M	9055	Supply Proc/Dist	SUPPLY TECHNICIAN	7
S&M	9090	Nursing	SURGICAL PATIENT SERVICES ASSISTANT	8
S&M	9074	Supply Proc/Dist	TRANSPORTER/DISPATCHER	6
Clerical	3155	File/Records	TUMOR REGISTRAR	11
Clerical	4402	Communications	UCA/MENT COMMUNICATION SPECIALIST	10
Clerical	4311	Patient Contact Rep	UNIT COORDINATOR	9
S&M	9005	Supply Proc/Dist	UNIT SERVICE ASSISTANT	4
Clerical	4151	Cashier/Sales Clerk	UNIVERSAL TELLER I	8
Clerical	4152	Financial	UNIVERSAL TELLER II	10
S&M	9056	Supply Proc/Dist	EQUIPMENT TRANSPORTER	6

Note: Jobs that were changed in some way are indicated in bold/italics. Incumbents in jobs that were upgraded will move to the step that gives them an increase in the new grade.

**JOB CLASS sorted by JOB CLASS NUMBER**

UNION CODE	JOB CLASS	Occupational Group	TITLE	GRADE
Clerical	3155	File/Records	TUMOR REGISTRAR	11
Clerical	3233	File/Records	BURN REGISTRAR	11
Clerical	4004	Insurance	ASS'T FINANCIAL REPRESENTATIVE	11
Clerical	4006	File/Records	MEDICAL RECORDS COORD	CDA
Clerical	4007	Financial	FINANCIAL COORDINATOR	11
Clerical	4008	Stock	PHARMACY TECHNICIAN	10
Clerical	4011	Data Processing	DATA ENTRY CLERK I	6
Clerical	4012	Data Processing	DATA ENTRY CLERK II	7
Clerical	4021	Data Processing	DATA CONTROL CLERK I	6
Clerical	4022	Data Processing	DATA CONTROL CLERK II	7
Clerical	4025	Data Processing	DATA CONTROL CLERK, SR.	8
Clerical	4031	File/Records	RECORDS CLERK I	4
Clerical	4032	File/Records	RECORDS CLERK II	5
Clerical	4036	File/Records	RECORDS COORDINATOR I	6
Clerical	4037	File/Records	RECORDS COORDINATOR II	7
Clerical	4038	File/Records	RECORDS COORDINATOR III	8
Clerical	4051	Messenger	CLERK MESSENGER I	4
Clerical	4052	Messenger	CLERK MESSENGER II	5
Clerical	4053	Messenger	CLERK MESSENGER III	6
Clerical	4056	Messenger	CLERK MESSENGER, SR.	7
Clerical	4058	Messenger	CLERK MESSENGER COORDINATOR	8
Clerical	4061	Stock	STOCK CLERK	7
Clerical	4064	Stock	STOCK CLERK, SR.	10
Clerical	4072	Patient Contact Rep	LOUNGE COORDINATOR	8
Clerical	4084	Patient Contact Rep	APPOINTMENT COORDINATOR	6
Clerical	4086	Patient Contact Rep	OPERATING ROOM SCHEDULER	9
Clerical	4090	Typist	BIRTH CERTIFICATE REGISTRAR	8
Clerical	4091	Typist	CLERK TYPIST I	6
Clerical	4092	Typist	CLERK TYPIST II	7
Clerical	4093	File/Records	MEDICAL RECORDS TECHNICIAN I	7
Clerical	4094	File/Records	MEDICAL RECORDS TECHNICIAN II	8
Clerical	4095	File/Records	MEDICAL RECORDS TECHNICIAN III	9
Clerical	4106	File/Records	FILM CLERK COORDINATOR	6
Clerical	4111	Typist	MEDICAL TRANSCRIBER	10
Clerical	4115	Typist	MEDICAL TRANSCRIBER, SR.	11
Clerical	4121	Secretary	SECRETARY I	7
Clerical	4122	Secretary	SECRETARY II	8
Clerical	4123	Secretary	SECRETARY III	9
Clerical	4124	Secretary	SECRETARY IV	10
Clerical	4131	Editorial	PROJECT ASSISTANT I	8
Clerical	4132	Editorial	PROJECT ASSISTANT II	9
Clerical	4133	Editorial	PROJECT ASSISTANT III	10
Clerical	4151	Cashier/Sales Clerk	UNIVERSAL TELLER I	8
Clerical	4152	Financial	UNIVERSAL TELLER II	10
Clerical	4165	Financial	BOOKKEEPING/ACCOUNTING CLERK, SR.	8
Clerical	4180	Financial	SENIOR ACCOUNTS RECEIVABLES CLERK	10
Clerical	4181	Insurance	RECEIVABLES CLERK	10
Clerical	4185	Insurance	RECEIVABLES CLERK, SR.	11
Clerical	4185	Insurance	FISCAL ASSISTANT	11
Clerical	4202	Insurance	BILLER	9

Clerical	4205	Insurance	BILLER, SR.	10
Clerical	4206	Insurance	REVENUE COORDINATOR	11
Clerical	4212	Financial	PURCHASING/INVOICE CLERK	7
Clerical	4215	Financial	PURCHASING/INVOICE CLERK, SR.	9
Clerical	4222	Financial	PAYROLL CLERK	6
Clerical	4223	Financial	PURCHASING/INVOICE & PAYROLL CLERK	9
Clerical	4227	Financial	PAYROLL COORDINATOR, SR.	11
Clerical	4261	Public Rep	RECEPTIONIST I	5
Clerical	4262	Public Rep	RECEPTIONIST II	6
Clerical	4263	Public Rep	RECEPTIONIST III	7
Clerical	4271	Patient Contact Rep	CLINIC COORDINATOR	10
Clerical	4275	Patient Contact Rep	CLINIC COORDINATOR, SR.	11
Clerical	4281	Patient Contact Rep	EMERGENCY ROOM COORDINATOR	10
Clerical	4291	Insurance	REGISTRATION REPRESENTATIVE, CHIEF	10
Clerical	4292	Insurance	PATIENT CASE SPECIALIST	11
Clerical	4295	Insurance	OUTPATIENT REPRESENTATIVE	11
Clerical	4301	Insurance	PATIENT BUSINESS SERVICE REPRESENTATIVE	10
Clerical	4311	Patient Contact Rep	UNIT COORDINATOR	9
Clerical	4402	Communications	UCAM/ENT COMMUNICATION SPECIALIST	10
Clerical	4403	Patient Contact Rep	PATIENT SERVICE COORDINATOR	10
Clerical	4404	Communications	LEAD UCAM/ENT COMMUNICATION SPECIALIST	11
S&M	9005	Supply Proc/Dist	UNIT SERVICE ASSISTANT	4
S&M	9010	Food Service	COOK	8
S&M	9015	Food Service	FOOD SERVICE WORKER	7
S&M	9016	Food Service	BAKER	6
S&M	9019	Food Service	FOOD SERVICE RELIEF WORKER	7
S&M	9021	Housekeeping	HOUSEKEEPING ASSISTANT I	1
S&M	9022	Housekeeping	HOUSEKEEPING ASSISTANT II	4
S&M	9023	Housekeeping	HOUSEKEEPING ASSISTANT III	7
S&M	9024	Housekeeping	HOUSEKEEPING ASSISTANT IV	8
S&M	9025	Linen Services	LINEN SPECIALIST	8
S&M	9032	Nursing	NURSING ASSISTANT	4
S&M	9034	Nursing	NURSING ASSISTANT, SR.	7
S&M	9040	Vehicle Transport	SHUTTLE BUS DRIVER/AUTO ATTENDANT	9
S&M	9052	Supply Proc/Dist	CENTRAL STERILE SUPPLY DISPATCHER II	7
S&M	9055	Supply Proc/Dist	SUPPLY TECHNICIAN	7
S&M	9056	Supply Proc/Dist	EQUIPMENT TRANSPORTER	5
S&M	9071	Supply Proc/Dist	PATIENT TRANSPORTATION ATTENDANT I	4
S&M	9072	Supply Proc/Dist	PATIENT TRANSPORTATION ATTENDANT II	5
S&M	9073	Supply Proc/Dist	LIFT TECHNICIAN/TRANSPORTER	7
S&M	9074	Supply Proc/Dist	TRANSPORTER/DISPATCHER	8
S&M	9078	Nursing	PATIENT SERVICE ASSISTANT	8
Clerical	9077	Nursing	STERILE PROCESSING TECHNICIAN II	9
Clerical	9078	Nursing	STERILE PROCESSING TECHNICIAN I	8
S&M	9079	Nursing	NURSING SUPPORT ASSISTANT	7
S&M	9080	Nursing	SURGICAL PATIENT SERVICES ASSISTANT	8

Note: Jobs that were changed in some way are indicated in bold/italics. Incumbents in jobs that were upgraded will move to the step that gives them an increase in the new grade.

# JOB CLASS sorted by OCCUPATIONAL GROUP

UNION CODE	JOB CLASS	Occupational Group	TITLE	GRADE
Clerical	4151	Cashier/Sales Clerk	UNIVERSAL TELLER I	8
Clerical	4404	Communications	LEAD UCA/MENT COMMUNICATION SPECIALIST	11
Clerical	4402	Communications	UCA/MENT COMMUNICATION SPECIALIST	10
Clerical	4021	Data Processing	DATA CONTROL CLERK I	6
Clerical	4022	Data Processing	DATA CONTROL CLERK II	7
Clerical	4025	Data Processing	DATA CONTROL CLERK, SR.	8
Clerical	4011	Data Processing	DATA ENTRY CLERK I	6
Clerical	4012	Data Processing	DATA ENTRY CLERK II	7
Clerical	4131	Editorial	PROJECT ASSISTANT I	8
Clerical	4132	Editorial	PROJECT ASSISTANT II	9
Clerical	4133	Editorial	PROJECT ASSISTANT III	10
Clerical	3233	File/Records	BURN REGISTRAR	11
Clerical	4106	File/Records	FILM CLERK COORDINATOR	8
Clerical	4006	File/Records	MEDICAL RECORDS CODER	CDA
Clerical	4093	File/Records	MEDICAL RECORDS TECHNICIAN I	7
Clerical	4094	File/Records	MEDICAL RECORDS TECHNICIAN II	8
Clerical	4095	File/Records	MEDICAL RECORDS TECHNICIAN III	9
Clerical	4031	File/Records	RECORDS CLERK I	4
Clerical	4032	File/Records	RECORDS CLERK II	5
Clerical	4036	File/Records	RECORDS COORDINATOR I	6
Clerical	4037	File/Records	RECORDS COORDINATOR II	7
Clerical	4038	File/Records	RECORDS COORDINATOR III	8
Clerical	3155	File/Records	TUMOR REGISTRAR	11
Clerical	4165	Financial	BOOKKEEPING/ACCOUNTING CLERK, SR.	8
Clerical	4007	Financial	FINANCIAL COORDINATOR	11
Clerical	4222	Financial	PAYROLL CLERK	8
Clerical	4227	Financial	PAYROLL COORDINATOR, SR.	11
Clerical	4223	Financial	PURCHASING/INVOICE & PAYROLL CLERK	9
Clerical	4212	Financial	PURCHASING/INVOICE CLERK	7
Clerical	4215	Financial	PURCHASING/INVOICE CLERK, SR.	8
Clerical	4183	Financial	SENIOR ACCOUNTS RECEIVABLES CLERK	10
Clerical	4152	Financial	UNIVERSAL TELLER II	10
S&M	9016	Food Service	BAKER	8
S&M	9010	Food Service	COOK	8
S&M	9019	Food Service	FOOD SERVICE RELIEF WORKER	7
S&M	9015	Food Service	FOOD SERVICE WORKER	7
S&M	9021	Housekeeping	HOUSEKEEPING ASSISTANT I	6
S&M	9022	Housekeeping	HOUSEKEEPING ASSISTANT II	4
S&M	9023	Housekeeping	HOUSEKEEPING ASSISTANT III	7
S&M	9024	Housekeeping	HOUSEKEEPING ASSISTANT IV	8
S&M	9026	Linen Services	LINEN SPECIALIST	8
Clerical	4004	Insurance	ASST FINANCIAL REPRESENTATIVE	11
Clerical	4202	Insurance	BILLER	9
Clerical	4205	Insurance	BILLER, SR.	10
Clerical	4195	Insurance	FISCAL ASSISTANT	11
Clerical	4295	Insurance	OUTPATIENT REPRESENTATIVE	11
Clerical	4301	Insurance	PATIENT BUSINESS SERVICE REPRESENTATIVE	10
Clerical	4292	Insurance	PATIENT CASE SPECIALIST	11
Clerical	4181	Insurance	RECEIVABLES CLERK	10
Clerical	4185	Insurance	RECEIVABLES CLERK, SR.	11

Clerical	4291	Insurance	REGISTRATION REPRESENTATIVE, CHIEF	10
Clerical	4206	Insurance	REVENUE COORDINATOR	11
Clerical	4066	Messenger	CLERK MESSENGER COORDINATOR	8
Clerical	4061	Messenger	CLERK MESSENGER I	4
Clerical	4062	Messenger	CLERK MESSENGER II	5
Clerical	4063	Messenger	CLERK MESSENGER III	6
Clerical	4065	Messenger	CLERK MESSENGER, SR.	7
S&M	9032	Nursing	NURSING ASSISTANT	4
S&M	9034	Nursing	NURSING ASSISTANT, SR.	7
S&M	9075	Nursing	NURSING SUPPORT ASSISTANT	7
S&M	9078	Nursing	PATIENT SERVICE ASSISTANT	8
Clerical	9078	Nursing	STERILE PROCESSING TECHNICIAN I	8
Clerical	9077	Nursing	STERILE PROCESSING TECHNICIAN II	9
S&M	9080	Nursing	SURGICAL PATIENT SERVICES ASSISTANT	8
Clerical	4084	Patient Contact Rep	APPOINTMENT COORDINATOR	8
Clerical	4271	Patient Contact Rep	CLINIC COORDINATOR	10
Clerical	4275	Patient Contact Rep	CLINIC COORDINATOR, SR.	11
Clerical	4281	Patient Contact Rep	EMERGENCY ROOM COORDINATOR	10
Clerical	4072	Patient Contact Rep	LOUNGE COORDINATOR	8
Clerical	4088	Patient Contact Rep	OPERATING ROOM SCHEDULER	9
Clerical	4403	Patient Contact Rep	PATIENT SERVICE COORDINATOR	10
Clerical	4311	Patient Contact Rep	UNIT COORDINATOR	9
Clerical	4261	Public Rep	RECEPTIONIST I	6
Clerical	4282	Public Rep	RECEPTIONIST II	8
Clerical	4283	Public Rep	RECEPTIONIST III	7
Clerical	4121	Secretary	SECRETARY I	7
Clerical	4122	Secretary	SECRETARY II	8
Clerical	4123	Secretary	SECRETARY III	9
Clerical	4124	Secretary	SECRETARY IV	10
Clerical	4008	Stock	PHARMACY TECHNICIAN	10
Clerical	4061	Stock	STOCK CLERK	7
Clerical	4084	Stock	STOCK CLERK, SR.	10
S&M	9052	Supply Proc/Dist	CENTRAL STERILE SUPPLY DISPATCHER II	7
S&M	9056	Supply Proc/Dist	EQUIPMENT TRANSPORTER	5
S&M	9073	Supply Proc/Dist	LIFT TECHNICIAN/TRANSPORTER	7
S&M	9071	Supply Proc/Dist	PATIENT TRANSPORTATION ATTENDANT I	4
S&M	9072	Supply Proc/Dist	PATIENT TRANSPORTATION ATTENDANT II	6
S&M	9055	Supply Proc/Dist	SUPPLY TECHNICIAN	7
S&M	9074	Supply Proc/Dist	TRANSPORTER/DISPATCHER	8
S&M	9005	Supply Proc/Dist	UNIT SERVICE ASSISTANT	4
Clerical	4090	Typist	BIRTH CERTIFICATE REGISTRAR	8
Clerical	4091	Typist	CLERK TYPIST I	8
Clerical	4092	Typist	CLERK TYPIST II	7
Clerical	4111	Typist	MEDICAL TRANSCRIBER	10
Clerical	4113	Typist	MEDICAL TRANSCRIBER, SR.	11
S&M	9040	Vehicle Transport	SHUTTLE BUS DRIVER/AUTO ATTENDANT	8

Note: Jobs that were changed in some way are indicated in bold/italics. Incumbents in jobs that were upgraded will move to the step that gives them an increase in the new grade.



**SUMMARY: EFFECT OF ABSENCES ON BENEFITS**

TYPE OF ABSENCE	Vacation Accrual	Sick Pay Accrual	Pay for Hospital Holiday	Personal Holiday Accrual	Hosp. Share of Health and Life Ins. Premiums Paid	Continuation of Pension Plan Credits	Same Job Guaranteed Upon Return	Time Credited For Stop Progression
Bereavement	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Holiday	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vacation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jury Duty	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Paid Military Leave	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sick Leave With Pay	No(8)	No(8)	Yes	Yes(1)	Yes	Yes	Yes	Yes
Accident & Sickness	No(8)	No(8)	No	Yes(1)	Yes	Yes	Yes(6)	Yes
Worker's Comp	Yes	Yes	No	Yes(1)	Yes(2)	No	Yes(6)	Yes
Long-Term Disability	No(8)	No(8)	No	No	Yes(3)	Yes(4)	No(6)	No
Unpaid Leave	No(8)	No(8)	No	No	Limited(5)	No	No(7)	No
Layoff	No(8)	No(8)	No	No	Limited(5)	No (see Sec 31.5 & 30.4)		No

**KEY:**

(1) Employee is eligible to use any personal holiday which may have accrued during the period of the absence, provided the employee returns to work prior to the end of the calendar year in which they accrued.

(2) Employee must pay employee's share directly to the HRM Benefits Office unless WTC benefit is being supplemented by either sick pay or vacation pay, in which case the employee's share will be deducted from the supplemental payment.

(3) Employee must pay employee's share directly to the HRM Benefits Office.

(4) L.T.D. Plan pays the employee's contribution as well.

(5) The Hospital's share of premiums is paid for a maximum of three (3) months of such absence. Employees must participate for the first three (3) months, after which they may continue to participate by paying all premium costs. Employee must pay premium directly to the HRM Benefits Office.

(6) If the absence is ninety (90) calendar days or less in duration the employee shall, upon return, be guaranteed the same job or an equivalent job in the same department. If the absence is more than ninety (90) calendar days, but less than one hundred eighty (180) calendar days in duration, the employee shall, upon return, be given the same job unless it is filled by a permanent employee, in which case the employee will be given the placement rights in Section 23.4 or Section 30.4. If the absence exceeds one hundred eighty (180) calendar days in duration, the employee shall, upon return, be permitted the job rights set forth in the last paragraph of Section 16.5. In any of these cases, the employee must still be able to perform the work.

(7) Upon return, the employee shall be guaranteed the job rights set forth in the last paragraph of Section 16.5.

(8) The benefit will accrue, however, in any pay period in which the employee works the requisite standard working hours as provided in Sections 15.2, Sec 25.2 & 32.2.

**ATTACHMENT I  
HEALTH PLAN RATES**

**FULL TIME EMPLOYEE RATES**

Health Plan	Tier	Effective: July 1, 2004	Effective: July 1, 2005	Effective: July 1, 2006
<b>UHP</b>	Employee Only	\$46.00	\$50.60	\$54.40
	Emp. + Spouse/SSDP*	\$120.00	\$132.00	\$141.90
	Emp. + Child(ren)	\$114.00	\$125.40	\$134.80
	Family	\$126.50	\$139.15	\$149.60
<b>BC/BS PPO</b>	Employee Only	\$59.80	\$65.75	\$70.70
	Emp. + Spouse/SSDP*	\$125.00	\$137.50	\$147.80
	Emp. + Child(ren)	\$119.00	\$130.90	\$140.70
	Family	\$132.25	\$145.45	\$156.40
<b>HMO Illinois</b>	Employee Only	\$73.60	\$80.95	\$87.00
	Emp. + Spouse/SSDP*	\$170.00	\$187.00	\$201.00
	Emp. + Child(ren)	\$160.00	\$176.00	\$189.20
	Family	\$178.25	\$196.10	\$210.75

**PART TIME EMPLOYEE RATES**

Health Plan	Tier	Effective: July 1, 2004	Effective: July 1, 2005	Effective: July 1, 2006
<b>UHP</b>	Employee Only	\$69.00	\$75.90	\$81.60
	Emp. + Spouse/SSDP*	\$180.00	\$198.00	\$212.85
	Emp. + Child(ren)	\$171.00	\$188.10	\$202.20
	Family	\$189.75	\$208.73	\$224.40
<b>BC/BS PPO</b>	Employee Only	\$89.70	\$98.62	\$106.05
	Emp. + Spouse/SSDP*	\$187.50	\$206.25	\$221.70
	Emp. + Child(ren)	\$178.50	\$196.35	\$211.05
	Family	\$198.38	\$218.18	\$234.60
<b>HMO Illinois</b>	Employee Only	\$110.40	\$121.42	\$130.50
	Emp. + Spouse/SSDP*	\$255.00	\$280.50	\$301.55
	Emp. + Child(ren)	\$240.00	\$264.00	\$283.80
	Family	\$267.38	\$294.15	\$316.13

\* SSDP refers to Same Sex Domestic Partners.

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Cornet Children's Hospital

Dear Mr. Walston:

The purpose of this letter is to memorialize the parties' agreement reached during the 2003-2004 negotiations, in conjunction with the staffing of the new Cornet Children's Hospital.

Notwithstanding any language to the contrary contained in the parties' collective bargaining agreement, the parties agree as follows with respect to the staffing of the Cornet Children's Hospital:

1. No current employee employed as of the date of this side letter represented by Local 743 will suffer a loss of job or be required to lose pay as a result of the opening of Cornet.
2. Employees as of the date of this side letter who are currently assigned to positions in the University of Chicago Children's Hospital ("Wyle") will be offered the opportunity to transfer to Cornet.
3. Employees who transfer to Cornet will retain their current seniority, and every reasonable effort will be made to assign shift and day off schedules based on seniority. Employees within a job classification who are unable to retain their current shift and day off schedule will choose their shift and day off schedule at Cornet by seniority.

Please indicate your concurrence by signing and returning a copy of this letter to my attention.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:

(s) Robert Walston

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Working Outdoors

Dear Mr. Walston:

During the recent 2003-2004 contract negotiations between your Union and the Hospitals covering the Service and Maintenance Unit employees, we agreed to renew the terms of certain letters of understanding which had been previously agreed to during prior negotiations between the Hospitals and the Union.

Regarding snow removal, the Hospitals will make adequate winter wear available to members of the bargaining unit required to work outside in inclement weather. Employees receiving such winter wear are responsible for it while in their possession. The Union and the Hospitals agree that certain employees may be physically unable to perform the snow removal tasks, and those persons should not be required to do so. For the removal of abnormal snowfalls, meaning six (6) inches or more in a twenty-four hour period, or lesser snow accompanied by drifting requiring substantially more effort the Hospitals will pay the employees premiums, in addition to their regular straight-time hourly rates amounting to \$1.00 per hour for each hour or any portion of an hour to Hospitals (including Parking Attendants) Employees.

Also, the above premium shall be paid whenever they are required to remove snow from public areas, such as city sidewalks. The above premiums shall be paid at the one and one-half (1 1/2) times basis when the work is performed as overtime hours.

Please indicate your concurrence by signing and returning a copy of this letter to my attention.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:

(s) Robert Walston  
RENEWED 2004 NEGOTIATIONS

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Letter of Understanding

Dear Mr. Walston:

During the recent 2003-2004 contract negotiations between your Union and the Hospitals covering the Service and Maintenance Unit & Clerical Unit employees, we agreed to renew the terms of certain letters of understanding which had been previously agreed to during prior negotiations between the Hospitals and the Union.

The matters agreed upon were as follows:

1. **SIXTEEN HOUR EMPLOYEES.** If a sixteen (16) hour employee (excluding student employees) works an average of forty (40) or more hours per pay period for more than seven (7) consecutive pay periods, or if the employee exceeds 280 hours for the same seven (7) consecutive pay periods, the Hospitals will change the employee's status to regular part-time and he/she thereupon becomes a union member. This provision does not apply to relief employees in the Food and Nutrition Services Department as provided in Article 35.
2. **PAYCHECK ERRORS.** If the Hospitals causes a paycheck shortage of \$50 to \$100 and the employee notifies Hospitals supervision of the error by noon on payday, the Hospitals will correct the error by the following Wednesday. If the Hospitals caused the shortage and it is greater than \$100, and the employee notifies Hospitals supervision by noon on payday, the Hospitals will correct the error that day. The Hospitals will not issue a separate pay check if the employee caused the shortage (e.g., failing to properly record time), except that if an employee promptly notifies Hospitals supervision of an error of at least \$200.00 the Hospitals will issue a separate paycheck as soon as practical, but in any event, no later than the next business day.
3. **PAYCHECK DISTRIBUTION.** The Hospitals will make every reasonable effort to make paychecks available by noon on payday.

Please indicate your concurrence by signing and returning a copy of this letter to my attention.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:  
(s) Robert Walston  
RENEWED 2004 NEGOTIATIONS

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Operating Room Premiums; General Operating Room and CLI Operating Room

Dear Mr. Walston:

During the recent 2003-2004 contract negotiations between your Union and the Hospitals covering the Service and Maintenance Unit employees, we agreed to renew the terms of certain letters of understanding which had been previously agreed to during prior negotiations between the Hospitals and the Union.

1. The Housekeeping Assistants assigned to the General Operating Rooms (GOR) and Chicago Lying In Operating Rooms (CLI-OR) are responsible for the cleaning of the GOR and CLI-OR. The employees assigned to this area receive special training and instruction. In recognition of these special duties involved, employees receive premium pay in addition to their Service Grade 8 classification.
2. It is further recognized that the GOR and CLI-OR cannot fulfill its responsibilities to provide the necessary level of cleaning consistent with the requirements of an operating room area, which must be cleaned at a higher standard than other hospital areas, without the assurance that its employees will meet performance and attendance standards.
3. The parties agree that the corrective action process is to be used to identify and remedy problems of performance and attendance.
4. Employees assigned to the GOR and CLI-OR who fail to meet performance and/or attendance standards and have received written corrective action(s) may, be reassigned to other areas of the Hospital.
5. The Union may utilize the Grievance Procedure provided in the Agreement to protest such corrective action.

Please indicate your concurrence by signing and returning a copy of this letter to my attention.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:  
(s) Robert Walston  
RENEWED 2004 NEGOTIATIONS

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave.  
Chicago, IL 60632

Re: Lead Positions, S&M and Clerical Units

Dear Mr. Walston:

This letter confirms our discussion during the recently concluded negotiations for the 2003-2006 collective bargaining agreement concerning lead employees covered by the terms applicable to the S&M Unit. The parties have agreed that this agreement will also be applicable to the Clerical Unit.

It is recognized that various units/departments may develop lead duties which may be specific to the unit/departments and/or the specific classification involved. It is further recognized that following general guidelines are not intended to be all inclusive and will be applicable to all lead positions regardless of unit/departments and or classification:

Employees assigned to lead duties will:

- a. coordinate and prioritize the work flow;
- b. utilize personnel resources in a manner to optimize responses to customer needs;
- c. respond to, and resolve customer complaints within the scope of the employee's area of responsibility;
- d. promptly notify supervisor or designate of any operational problems which can not be resolved, including any shortage of personnel scheduled to perform the assigned work within the unit/ department;
- e. communicate to employees specific instructions from the supervisor as required.

It is expected that lead employees perform any and all of the duties of the classification and related duties as assigned. The foregoing notwithstanding, lead employees will not take or recommend that corrective actions be taken against bargaining unit employees.

Effective with the ratification of the Agreement, employees covered by this Agreement when working in a lead capacity as provided above shall receive a lead differential of one dollar and five cents (\$1.05) per hour.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:  
(s) Robert Walston  
RENEWED 2004 NEGOTIATIONS

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave.  
Chicago, IL 60632

Re: Low Census Days

Dear Mr. Walston:

During the recent 2003-2004 contract negotiations between your Union and the Hospitals covering the Service and Maintenance Unit & Clerical Unit employees, we agreed to renew the terms of certain letters of understanding which had been previously agreed to during prior negotiations between the Hospitals and the Union. As discussed, to minimize the adverse impact upon patient care assistants, patient service assistants and patient service coordinators (the "employees") assigned to the Hospitals' various patient centers, the Hospitals' Scheduling Managers will take the following sequential steps:

1. Upon a determination that any particular scheduling unit's occupancy results in the need to call-off employees for a particular shift or shifts, Scheduling Managers responsible for scheduling will use their best efforts to coordinate with each other and ascertain whether the adversely affected employees can be utilized in another scheduling unit area. Assuming another scheduling unit can utilize the employee or employees, the employees will be reassigned for the particular shift or shifts to a patient area where the Hospitals deem they can be best utilized.

2. Following the Hospitals' efforts to reassign employees affected by a low census day and in the event employees still need to be called off, the Scheduling Manager in each affected scheduling unit will solicit volunteers who are willing not to work on the particular shift or shifts in question.

3. To the extent an insufficient number of employees on a particular scheduling unit fail to volunteer not to work, the Scheduling Manager for the particular scheduling unit will notify the employee or employees in each classification (NSAs and PSCs) based upon seniority that they are either not to report for work or that they are being sent home for the affected shift or shifts. It is understood that each time an employee is to lose hours, the employee with the lowest seniority in the applicable classification is to be selected. To the extent employees are to be sent home after reporting for work, the Hospitals shall comply with the appropriate minimum reporting pay set forth in Section 19.8 of the contract.

4. Scheduling Managers are to compile lists within their respective scheduling units as to employees who lose hours of work for low census days. To attempt to best afford employees adversely affected by low census days with the opportunity to recoup their lost hours, the Hospitals agree to use its best efforts to afford overtime hours and "sitter work" to these adversely affected employees on a first refusal basis as said opportunities become available within their respective scheduling units.

For purposes of the foregoing, the parties recognize that any particular patient unit for scheduling purposes (i.e., the "scheduling unit") may be different for NSAs and PSCs working within the Hospitals' various patient areas. Accordingly, when following the steps outlined above, Scheduling Managers will make their determinations based upon their respective schedules for each of the three classifications of employees. Finally, the Hospitals agreed that employees are not to suffer a loss of benefits when employees are called off or sent home due to a low census day.

To the extent the above outlined terms properly reflect our understanding, please countersign this letter in the space provided below.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:

(s) Robert Walston  
RENEWED 2004 NEGOTIATIONS

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Attendance Policy Occurrences and Infectious Diseases

Dear Mr. Walston:

This correspondence serves as a letter of agreement between the Hospitals and Local 743, IBT regarding infectious diseases as related to the Hospitals' Attendance Policy.

In January 1999, the Hospitals revised the Attendance Policy with a final revision issued in June, 1999. The Hospitals' Infectious Diseases Policy defines certain communicable diseases which may result in the restriction of duties and/or removal from service. If the Hospitals receives documentation from a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, or from the Primary Care Group (PCG), that an employee is suffering from one of the listed communicable diseases, the employee will not be charged an occurrence under the Attendance Policy for the absence(s) necessitated by the covered illness. If the employee's primary care physician is a member of the Primary Care Group, the employee must receive documentation from his primary care physician.

For purposes of avoiding disputes, the following illnesses, and only these illnesses are to be the illnesses covered by the exception to the Attendance Policy, which policy otherwise remains in full force and effect: Conjunctivitis, diarrhea, enterovirus infections, exudative lesions or weeping dermatitis, hepatitis A or B, herpetic whitlow, measles mumps, pertussis (whooping cough), ringworm, rubella, scabies, staphylococcal lesions on hands, streptococcal group A infection, upper respiratory infections (rsv, influenza, etc.), chicken pox, varicella zoster.

To the extent this letter properly reflects the discussions concerning the Attendance Policy Occurrences and Infectious Diseases, please countersign this letter in the place so designated.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:

(s) Robert Walston  
RENEWED 2004 NEGOTIATIONS

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Hiring Rates

Dear Mr. Walston:

The purpose of this letter is to memorialize the parties' agreement reached during the 2003-2004 negotiations, in conjunction with hiring rates for new employees. In an effort to recruit quality employees at market-competitive rates, particularly in difficult-to-fill positions, the parties agree to grant the Hospitals more flexibility with respect to hiring rates. Therefore, for the life of this contract, the following language taken from Section 19.5 of this Agreement will not be in effect: "If an experienced person is hired for a particular position, the hiring rate shall not be in excess of that paid an employee with equivalent training and experience who is working in an identical position within the same department."

Please indicate your concurrence by signing and returning a copy of this letter to my attention.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:  
(s) Robert Walston

THE UNIVERSITY OF CHICAGO HOSPITALS  
HUMAN RESOURCES  
5841 S. MARYLAND AVE  
CHICAGO, IL 60637

Mr. Robert Walston  
President  
Local 743, I.B.T.  
4620 S. Tripp Ave  
Chicago, IL 60632

Re: Step Progression

Dear Mr. Walston:

Employees who are upgraded pursuant to the negotiation of the 2004 collective bargaining agreement shall move to the first step in their new grade that provides them with a rate increase. Thereafter, step progression for Clerical employees will be governed by Section 26.2 of the Agreement, and step progression for Service and Maintenance employees will be governed by the applicable wage schedules.

Sincerely,

Darlene Lewis  
Vice President, Human Resources

Agreed:  
(s) Robert Walston

## AGREEMENT

THE UNIVERSITY OF CHICAGO HOSPITALS ("Hospitals") and TEAMSTERS LOCAL 743 ("Union") hereby supplement their collective bargaining agreement, including Section 12.6 thereof, to agree to this policy regarding shuttle bus drivers in order to comply with applicable Federal and State laws. Accordingly, except as modified herein, the parties agree that the drug testing provisions contained in Title 49 of the Code of Federal Regulations, parts 40, 382, and 383 apply to those employees employed as drivers of shuttle service vehicles owned and/or operated by the Hospitals. No other employees represented by the Union are covered by this Agreement. Any disputes over the interpretation or application of this Agreement are subject to the grievance and arbitration provisions of the collective bargaining agreement.

The Executive Director of Security and Support Services will insure compliance with Title 49 CFR parts 40, 382, and 383 and other applicable Federal and State laws governing the safe operation of the shuttle service vehicles owned and/or operated by the Hospitals. The Executive Director will insure that vehicle operators employed by or contracted by the Hospitals have and maintain qualification and licensure as described in Title 49 CFR.

The Security Systems Manager is responsible for managing the day-to-day operation of the Hospitals' shuttle service and will insure compliance with this policy and other policies governing the operation of the Department.

It is the responsibility of each driver to obtain and maintain a CDL type driver's license issued by the State of Illinois.

The Hospitals will provide such periodic medical examinations, drug and alcohol screens, and training as required by Title 49 CFR.

**Minimum Driver Qualification:** All drivers employed by the Hospitals in the Auto Livery Transportation Department are subject to any assignment at any time involving the operation of any vehicle owned, leased, or rented by the Hospitals. In that operation of several of these vehicles require CDL type driver's license with passenger endorsement, each driver must possess and maintain a valid CDL type driver's license with passenger endorsement issued by the State of Illinois.

**Notifications:** Any driver convicted of violating any state or local law in any type vehicle must report the conviction to the Executive Director immediately.

Any driver whose license is expired, suspended, or revoked by any reason must notify the Executive Director immediately and will not operate a Hospitals-owned, leased, or rented vehicle.

Any driver who experiences a change in physical condition that may be disqualifying under Title 49 CFR Section 391.41, must report that change as soon as he reasonably can to the Executive Director of Security and Support Services or designee. Among the changes that must be reported are a loss of a foot, leg, hand, or arm; an impairment of any of those body parts that interferes with his ability to operate a shuttle; diabetes mellitus that will or does require insulin for control; a diagnosis of heart problems, breathing problems, and/or high blood pressure; epilepsy; a noticeable change in hearing or vision; drug addiction or alcoholism.

### Policy: Compliance with US DOT Regulations

**Alcohol and Controlled Substance Use and Testing:** Testing for alcohol and controlled substance use will be conducted on candidates for employment as a driver as part of the pre-employment qualification process.

Any driver determined to be under the influence of alcohol or controlled substances as the result of an alcohol or controlled substance test, or who refuses to submit to a test when directed by a supervisor, will be suspended immediately pending a determination of employment status or until the driver submits to the test. Subsequent submission to an alcohol or controlled substance test must be timely. For the purposes of this policy, "under the influence of alcohol" means testing positive for alcohol at a BAC of 0.04 or greater.

Testing for alcohol and controlled substance will be conducted on drivers employed or contracted by the Hospitals as follows:

- **Post-accident:** When any driver is involved in an accident where there is a human fatality. A driver also will be tested after an accident if the driver receives a citation under state or local law for a moving traffic violation arising from the accident and there is either: (a) bodily injury to a person that required medical treatment away from the accident site; or (b) damage to a vehicle that resulted in it being towed. The Hospitals will comply with 49 CFR 382.303 in the event of post-accident testing.
- **Reasonable suspicion:** When a determination is made by a supervisor or manager who has received appropriate training in recognizing behaviors consistent with alcohol and controlled substance use.
- **Random testing:** Each driver shall submit to one unannounced, randomly scheduled alcohol and controlled substance test each calendar year. The test will be conducted during the normal on-duty time of a driver or immediately before going on duty or immediately after going off duty.
- **Return-to-duty:** A driver who has been relieved of duty as a result of a verified positive drug test result, an alcohol test with a result indicating an alcohol

concentration of 0.04 or greater, a refusal to take a test, or adulteration or other attempted manipulation of a test, may not return to duty unless he has taken and passed a drug and/or alcohol test. The driver must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety sensitive duties.

- **Follow-up testing:** Any driver who has completed an alcohol or controlled substance program as a condition of continued employment must submit to unannounced follow-up testing as directed by a substance abuse professional.

**Retention and management of confidential records** relating to alcohol and controlled substance use, test results, and other related documents will be in accordance with Title 49 CFR Section 382.401 Retention of Records, and will be maintained in a confidential manner and kept in a secure location with controlled access.

Tests will be performed by the Occupational Medicine Department of the Hospitals. All samples for testing will be split samples. In the event of a positive test, at the request of the driver, the second sample will be sent to an outside agency authorized under DOT regulations to perform testing for confirmation of the results, at the cost of the Hospitals.

**Training:** Each driver will receive training, as compensated time, and educational materials addressing alcohol misuse and controlled substance use during the initial 90-day probationary period and not less than annually thereafter.

Each supervisor will receive at least one hour of training for alcohol use and one hour of training on controlled substance use at least annually in accordance with 49 CFR Section 382.603.

**Physical Qualifications:** Each driver must pass an annual physical examination at the time of employment and each year thereafter in accordance with Title 49 CFR Section 391.41. Such examinations will be counted as hours worked and paid for by the Hospitals. Any conflicts



between the examination performed by the Hospitals' physician and that performed by the driver's selected physician will be resolved in accordance with the procedure set forth in 49 CFR Section 391.47, a copy of which will be provided to the driver if he is disqualified by the Hospitals' physician.

Initial, annual, and requested exams as a result of a potentially disqualifying condition will be performed by the Occupational Medicine Department of the Hospitals.

Each driver will keep a copy of the physical qualification certificate or a photocopy on his or her person at all times when on duty.

THE UNIVERSITY OF CHICAGO  
HOSPITALS

By: Myrlyn Lablanc

Dated: 8-2-04

TEAMSTERS LOCAL 743

By: Michael J. Williams

Dated: 8-2-04